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# AGREEMENT

*between*

NIAGARA MOHAWK POWER  
CORPORATION

*and*

LOCAL UNION 97

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO

Effective June 1, 2001 through September 30, 2004

9/18/02

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\*These sections have been changed as a result of the 2001 Negotiations  
or have been added since the previous agreement.

## AGREEMENT

This agreement made and entered into this 29th day of January, 2002, by and between Niagara Mohawk Power Corporation (hereinafter referred to as the Company), party of the first part, and Local Union 97 of the International Brotherhood of Electrical Workers, (Western, Central and Eastern divisions), affiliated with the American Federation of Labor and the Congress of Industrial Organizations (hereinafter collectively referred to as the Brotherhood or Local Union 97, IBEW), party of the second part,

## WITNESSETH

WHEREAS, the majority of non-supervisory production and maintenance employees of the party of the first part and the majority of its non-supervisory technical, office and clerical employees have indicated in secret elections conducted by the National Labor Relations Board their desire to be represented by the International Brotherhood of Electrical Workers, A.F.L.-C.I.O., and the said Board has duly certified said International as the representative of such employees for the purpose of collective bargaining, and

WHEREAS, the Company and the Brotherhood, for purposes of facilitating the peaceful adjustment of differences that may arise from time to time between the parties and of promoting harmony and efficiency, now desire to enter into a new agreement to supersede the agreement between the parties dated April 15, 1996 and effective March 1, 1996.

Unless context otherwise requires, words used in this Agreement in the masculine gender shall include feminine.

## **NOW, THEREFORE**

The Company and Local Union 97, IBEW agree as follows:

### **ARTICLE I**

#### **REPRESENTATION**

1. The Company agrees to negotiate and bargain exclusively with Local Union 97, IBEW through its duly accredited officers and representatives in respect to rates of pay, wages, hours of employment, and other conditions of employment, for employees covered by this agreement as shown by job titles in Schedule A, attached hereto and made a part hereof.

However, in order to keep pace with changing business conditions, and to remain competitive, the parties agree to continue to meet and negotiate and attempt to resolve any pertinent issue that may arise in this regard in connection with the Collective Bargaining Agreement.

2. The provisions of this agreement shall not apply to confidential employees, or to plumbers, bricklayers, carpenters, cement finishers, or other employees in building trade classifications who are members of a craft union affiliated with the American Federation of Labor and/or the Congress of Industrial Organizations and who are employed by the Company on an hourly basis; nor shall it apply to marine engineers, firemen or captains.

### **ARTICLE II**

#### **TERRITORY**

1. The territory covered by this agreement shall include all the franchise territory of the Company.

2. This agreement shall bind the successors of the Company by merger or consolidation as to the provisions and territory covered by this agreement. For the purpose of preserving and protecting work opportunities and job security for the bargaining unit, it is agreed that:

a. An absolute precondition to the sale, lease, transfer, or takeover by sale, transfer, lease, assignment, corporate reorganization, receivership, or bankruptcy proceeding of the entire operation or any part thereof is that any purchaser, transferee, lessee, assignee, etc. shall agree and become party to and bound by all the terms, conditions, and obligations of this agreement.

b. Any increased or additional work of a continuing or permanent nature performed at or in conjunction with the Company's existing facilities or from a transfer of work occasioned by the closing or partial closing of an operation previously covered by this agreement, shall be deemed bargaining unit work and shall be fully covered by the terms, conditions, and obligations of this agreement.

### **ARTICLE III**

#### **RECOGNITION**

1. The parties to this agreement recognize that a strong union with full and active participation on the part of all employees in the bargaining unit is desirable.

2. The Brotherhood recognizes that the management of the Company, the direction of its working forces, the determination of the number of employees it will employ or retain, the right to hire, suspend, discharge, discipline, promote, demote, or transfer, and the right to release employees because of lack of work or for other proper and legitimate reasons, are vested in and reserved to the Company, subject, however, to the provisions of this agreement and the employees' right to adjustment of grievances as provided herein. The Company agrees that there shall be no discrimination, interference, restraint, or coercion by the Company, or by any of its agents, on behalf of or against any employee because of the employee's membership in the Brotherhood or because of any lawful activities on behalf of the Brotherhood.

3. Foremen and other Supervisory personnel who are not within the bargaining unit shall not perform work of the type and grade performed by represented employees except during emergencies.

### **ARTICLE IV**

#### **UNION SECURITY**

1. On individual written authorizations of members of the Brotherhood, and while such authorizations remain in effect, the Company shall deduct from the wages of such members initiation fees and dues provided for in the constitution and by-laws of the Brotherhood, and shall remit the same within ten (10) days to the Financial Secretary of the Local Union 97, IBEW.

2. When employees covered by this agreement are added to or removed from the payroll or changes in address of such employees are recorded in the Company's personnel records, the Company shall promptly give notice thereof to the Financial Secretary of the Local Union 97, IBEW.

3. Employees who are not members of the Brotherhood in good standing shall be barred from employment or from continuance of employment in any job classification covered by this agreement, except that employees hired under or transferred to any such job classification shall be permitted a thirty-one (31) day period of service before membership in the Brotherhood becomes mandatory. Any such employee so barred from employment shall not receive any separation allowance or pension from the Company. The Brotherhood reserves the right to discipline its members in accordance with its constitution and by-laws. It is further agreed that the Brotherhood will give the Company and employees concerned thirty (30) days' written notice of the Brotherhood's request that any employee be discharged under this paragraph.

4. Any contract entered into by the Company for construction or maintenance work in its franchise territory shall be let to a contractor, when such a contractor is available, who agrees to employ labor in harmony with the trades, except in those cases where the Company cannot comply because such contract must be awarded to the lowest bidder on specifications prepared by or subject to the approval of a governmental officer, board, commission or authority. Where there has been compliance with the provisions of this paragraph, there shall be no delay in the prosecution of any work if a dispute thereafter arises between a contractor and the Brotherhood or the trades.

5. The use of contractors, when considered, will be in accordance with the "Guidelines for the Use of Contractors" as negotiated between the parties. The Company and the local union 97, IBEW will discuss, in advance, all aspects of workload, manhours and/or overtime requirements in association with Article XVIII of this Labor Agreement.

The intent of the Memorandum of Agreement "Guidelines for the Use of Contractors" is to limit the use of contractors during the term of the Labor Agreement. The result of this understanding will be to provide improved bargaining unit job security and increased upward job opportunities for bargaining unit



employees under the Post and Bid Procedure of the Labor Agreement.

The Company will not abolish bargaining unit jobs and hire contractors in a specified work group if it can be shown that a regular ongoing position exists.

## **ARTICLE V**

### **STRIKES AND LOCKOUTS**

1. It is agreed that during the life of this agreement the Brotherhood will not authorize a strike or work stoppage and the Company will not engage in a lockout. The Brotherhood further agrees that it will take every reasonable means within its power to induce employees engaged in a strike or work stoppage to return to work, to keep the Company's plants in continuous operation and to prevent damage to the Company's property.

2. In consideration of the foregoing undertaking of the Brotherhood and of the faithful execution thereof, the Company agrees that it will not bring any action or proceeding against the Brotherhood or any of its agents for damages for breach of this agreement on account of any strike action or work stoppage beyond the Brotherhood's control. It is understood that the Company may take such disciplinary action as it may deem necessary, including discharge, with respect to employees participating in a strike or work stoppage.

## **ARTICLE VI**

### **DEFINITIONS**

#### **1. Part-Time Employee**

A part-time employee is an employee who customarily works less than thirty-one (31) hours per week.

#### **2. Temporary Employee**

A temporary employee is one hired for a specific job of limited duration not exceeding six (6) months, except that this period may be extended by mutual agreement. The Company and the President/Business Manager of Local Union 97, IBEW or designee will discuss those cases where in the opinion of either the use of a temporary employee continues so long as to indicate that a regular job exists.

### **3. Probationary Employee**

A probationary employee is one hired with a view to filling a regular position, who, before being advanced to the status of a regular employee, must undergo a period of probation of six (6) months' duration during which time the employee's qualifications can be determined.

### **4. Regular Employee**

A regular employee is an employee on the active payroll who is not classed as temporary, probationary or part-time.

### **5. Day Worker**

A day worker is an employee who is normally required to work eight (8) hours per day Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. By mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee, work may start as much as one (1) hour earlier or later. Job titles of day workers are as identified in Schedule A attached hereto and made a part thereof.

### **6. Shift Worker**

A shift worker is an employee working on a job which is operated twenty-four (24) hours per day, seven (7) days per week and who rotates regularly as to the hours of the day and the days of the week. Job titles of shift workers are as identified in Schedule A attached hereto and made a part hereof.

### **7. Scheduled Worker**

A scheduled worker is an employee other than a shift worker or a day worker who works according to a regular schedule of hours at different times of the day and/or on different days of the week as required in the routine conduct of the Company's business, including Saturdays, Sundays, and Holidays. Job titles of scheduled workers are as identified in Schedule A attached hereto and made a part hereof.

### **8. Relief Operator**

A relief operator is a shift worker who may be assigned to maintenance duty or other designated work during normal day-time periods while not engaged in shift operations.

## **9. Scheduled Work**

Scheduled work is work performed by an employee during the employee's customary tours of duty specified in advance as to the particular hours of the day and the particular days of the week that such employee is expected to be on duty.

## **10. Rescheduled Work**

Rescheduled work is work performed by an employee after predetermined reassignment of the particular hours of the day and/or particular days of the week that such employee is expected to be on duty, involving no change in total hours of work per tour of duty or total hours of work per week.

## **11. Overtime Work**

(a) Overtime work is work performed under any of the following conditions:

(1) Work in excess of eight (8) hours per day or forty (40) hours per week except as modified by Article VII, Paragraph 5(a).

(2) Work performed on an employee's scheduled or rescheduled day of rest.

(3) Time worked during any portion of a regular employee's vacation period which the employee was required to forego to suit the Company's requirements.

(4) Work performed on any day observed as a Company holiday.

(5) Travel time to and from work site in response to an emergency call-out as provided for in Paragraph 16 of this Article VI.

(6) All time worked after the sixty-third (63rd) scheduled and/or rescheduled tour of duty in a thirteen (13) week shift cycle.

(b) In addition to the foregoing provisions of this paragraph 11, when the Company requires an employee to work nine (9) consecutive days (excused absence for which pay is granted will be considered as time worked, and for the purpose of this paragraph only, periods of work of four (4) hours or more on a day when the employee is not scheduled to work, shall be considered as a day of work), none of which is a double time day as defined in

Article VI, Paragraph 18, such ninth (9th) consecutive day of work shall be deemed to be an overtime day of work commanding double time pay but notwithstanding any other provision of this agreement, there shall be no requirement on the part of the Company to provide another day of scheduled or rescheduled work in place thereof. In no case can an employee qualify for double time pay on two (2) days in any calendar week, except as provided for in Article VIII, Paragraph 4.

## **12. Basic Wage Rate**

(a) The basic weekly wage rate is the forty (40) hour rate assigned to each regular employee and except for employees who are "plus rated" is determined from the employee's assigned pay group and the applicable Wage Schedule attached hereto and made a part hereof. The basic hourly rate is one-fortieth (1/40th) of the basic weekly rate.

(b) The basic hourly rate of a temporary or probationary employee is the minimum hourly rate shown in the applicable Wage Schedule for the employee's assigned pay group.

## **13. Average Hourly Rate**

The average hourly rate is the basic hourly rate plus the average hourly premium. The average hourly premium is one-fortieth (1/40th) of the total premium earned as a production bonus or for change of schedule without advance notice, for night or Sunday work within the basic forty (40) hour work-week, for a six (6) day/forty (40) hour schedule or for standby assignment that week. These premiums (other than standby pay) are not payable on days of absence from work.

## **14. Company Seniority**

Company seniority of a regular employee is the total length of continuous service (including previous uninterrupted service as a temporary or probationary employee) with the Company and any and all predecessor corporations provided any transfers from one such corporation to another were made while such corporations were part of the System.

## **15. Prearranged Overtime Work**

Prearranged overtime work is overtime work of which the employee was notified while at work on a scheduled or rescheduled tour of duty.

## **16. Call-Out**

A call-out is a communication to an employee while off duty directing the employee to proceed immediately to a designated work location to engage in overtime work or to report for such work at a designated time.

## **17. Payroll Week**

The payroll week is the same as the calendar week and except as provided for in Paragraph 18(d) of this Article VI, an employee's compensation is determined by the conditions pertaining to each week without regard to any previous or subsequent week.

## **18. Second Day of Rest**

(a) Sunday shall be deemed to be the second day of rest of an employee who is not scheduled to work such Sunday as part of the employee's basic forty (40) hour work-week.

(b) Sunday shall be deemed to be the second day of rest of an employee whose schedule is so changed as to require seven (7) days of scheduled and/or rescheduled work that week.

(c) The last day of the week without scheduled or rescheduled work assignment shall be deemed to be the second day of rest of an employee who is scheduled or rescheduled for work on Sunday of that week as part of the employee's basic forty (40) hour work-week.

(d) The day following eight (8) consecutive days of scheduled and/or rescheduled work under the conditions and limitations of paragraph 11(b) of this Article VI.

## **ARTICLE VII**

### **WORK SCHEDULES AND WAGE PROVISIONS RELATING THERETO**

1. Except as otherwise provided in paragraphs 5(a), 5(b), 5(c), and 5(d) of this Article VII, there shall be maintained a basic work-day of eight (8) hours and a basic work-week of forty (40) hours for all regular and probationary employees. Work in excess of forty (40) hours per week will be paid on an overtime basis and, except as provided in paragraph 5(a), work in excess of eight (8) hours a day shall be paid on an overtime basis, except as otherwise provided by Article XXVIII or local agreement.

## 2. Day Workers

(a) The normal work schedule of day workers is as defined in paragraph 5 of Article VI.

(b) A day worker may be rescheduled for a period of not less than three (3) days, as to hours of the day, Monday through Friday, for the repair of major equipment or other work of comparable importance which must be continued on a day and night basis or which cannot be performed during normal hours, when the magnitude of the project is sufficiently great to preclude the possibility of an employee doing it on an overtime basis in addition to the employee's usual daytime work. Night work of less than three (3) days' duration performed by day workers will be on an overtime basis. Day workers will not be rescheduled during storm emergencies.

(c) If a day worker is rescheduled to night work under the preceding clause and the Company does not give the employee forty-eight (48) hours' notice before the employee begins work on the revised schedule, the employee shall be paid for the first rescheduled tour of duty at a rate one and one-half ( $1\frac{1}{2}$ ) times the employee's basic hourly rate. Effective June 1, 2001, subsequent tours of such rescheduled night duty shall be paid for at the basic rate plus one dollar (\$1.00) per hour night premium. If the employee receives forty-eight (48) hours' notice before the starting time of the first rescheduled night tour, there shall be no premium except the one dollar (\$1.00) per hour night premium.

(d) When an employee is returned to their regular daytime schedule with less than forty-eight (48) hours' advance notice, the first eight (8) hour tour of such daytime duty shall be paid for at a rate one and one-half ( $1\frac{1}{2}$ ) times the basic hourly rate.

(e) The premiums for night work and for change of schedule without notice are not payable on days of absence from work.

## 3. Shift Workers

(a) Shift workers shall work in accordance with schedules posted from time to time and arranged so far as practicable to suit the convenience of the majority of such employees. Before posting, such schedules will be discussed with the Brotherhood on a local basis.

(b) If the sequence of duty periods of a shift worker is changed without forty-eight (48) hours' advance notice, the first rescheduled tour of duty shall be paid at a rate one and one-half (1½) times the basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work.

(c) Effective June 1, 2001, except as otherwise provided in the preceding subparagraph (b), each shift worker who works on the second and third shifts Monday through Saturday or the first shift Saturday shall receive a shift premium of one dollar (\$1.00) per hour and each shift worker who works on Sunday shall receive a shift premium of one dollar (\$1.00) per hour. The shift premium will be payable for all time actually worked on such designated shifts within the first forty (40) hours of scheduled work in a work-week.

#### **4. Scheduled Workers**

(a) Scheduled workers shall work in accordance with schedules posted from time to time and arranged so far as practicable to suit the convenience of the majority of such employees. Before posting, such schedules will be discussed with the Brotherhood on a local basis.

(b) If the sequence of duty periods of a scheduled worker is changed without forty-eight (48) hours' advance notice, the first rescheduled tour of duty shall be paid at a rate one and one-half (1½) times the basic hourly rate. Such premium for change of schedule without advance notice is not payable for days of absence from work.

(c) Effective June 1, 2001, except as otherwise provided in the preceding subparagraph (b), each scheduled worker who works after 6:00 P.M. or before 7:00 A.M. Monday through Saturday or between 7:00 A.M. and 6:00 P.M. on Saturday shall be paid one dollar (\$1.00) more than their basic hourly rate. Each scheduled worker who works before 7:00 A.M., after 6:00 P.M. or between 7:00 A.M. and 6:00 P.M. on Sunday shall be paid one dollar (\$1.00) more than the basic hourly rate. The shift premium will be payable for all time actually worked on such designated shifts within the first forty (40) hours of scheduled work in the employee's work-week.

**5. Notwithstanding the provisions of Paragraph (1) of this Article VII:**

(a) Day workers whose duties involve outside sales, sales promotional, rights-of-way or claims activities may be required to work irregular hours totaling forty (40) hours per week, Monday through Friday, including evening work without overtime or premium payments. This provision applies only to those job assignments where employees heretofore have been required to work on this basis.

(b) The existing basic work-week for certain classes of employees has been established at between thirty-one (31) and forty (40) hours per week and may include work on any six (6) days of the week, including Saturdays, Sundays and holidays. The hours and number of hours may vary from day to day, in accordance with schedules established in advance. Weekly wages and benefits shall be prorated on the basis of scheduled hours per week.

(c) Effective June 1, 2001, scheduled workers, when scheduled to work on six (6) days of the payroll week as a part of their basic forty (40) hour schedule, will be paid for work performed on such basic forty (40) hour schedules at a rate one dollar (\$1.00) per hour higher than their basic rate.

Night and Sunday premiums provided for in this Article VII shall not be paid when the premium provided for in this Item 5(c) is applicable. The premium provided for in this Item 5(c) shall not be paid concurrently with the premium payable because of change of schedule without adequate advance notice and shall not be paid in addition to the overtime rate applicable to work performed on a holiday.

Excused absence, including sickness, with pay or idle holiday pay does not disqualify such workers for the shift or schedule premium for hours actually worked.

(d) Straight time will not be paid concurrently on any day or portion thereof for which a premium is paid in accordance with Paragraph 4(a), (b) and (c) of Article VIII of this agreement.



## **6. Premiums Not Pyramided**

Night and Sunday premiums provided for in this Article VII shall not be paid concurrently with any other premium payable on the same day.

## **7. N.R.C. License**

(a) Employees who have an N.R.C. license and are assigned to a nuclear-fueled station in a position for which the Company requires such a license will have their basic hourly rate, as determined in accordance with the provisions of Section 12 of Article VI, increased by fifteen percent (15%) per hour.

(b) The Company will provide an annual lump sum payment of \$1,000 to employees who requalify for an N.R.C. license. This payment will not be benefit sensitive.

## **8. Nuclear Certification or Recertification - Electrician/ Mechanic Series**

Employees who have been awarded an Electrician C-Nuclear or a Mechanic C-Nuclear position will have their basic hourly rate, as determined in accordance with the provisions of Section 12 of Article VI, increased by one dollar (\$1.00) per hour.

Employees who have been awarded a Chief Electrician A-Nuclear or a Chief Mechanic A-Nuclear position will have their basic hourly rate, as determined in accordance with the provisions of Section 12 of Article VI, increased by one dollar and twenty-five cents (\$1.25) per hour.

## **9. Welding Certificate/Procedure**

Employees who are required to maintain certification in a welding procedure as part of their job will have their basic hourly rate, as determined in accordance with the provisions of Section 12 of Article VI, increased by twenty-five cents (\$.25) per hour for each such certificate/procedure with a maximum of six (6).

## **10. Work Headquarters**

The workday for field workers shall commence and terminate at the assigned operating headquarters, and all travel time between such operating headquarters and field locations shall be considered time worked, except as otherwise provided in Article XXVIII.

11. All authorized work in excess of forty (40) hours will be paid at the overtime rate.

## **ARTICLE VIII**

### **OVERTIME COMPENSATION**

1. Overtime compensation shall not be paid when an employee fails to report for overtime duty.

2. (a) Except as otherwise provided for in Paragraphs 3 and 4 of this Article VIII, the overtime rate shall be one and one-half ( $1\frac{1}{2}$ ) times the employee's average hourly rate as defined in Article VI, paragraph 13.

(b) Overtime opportunities within required job classifications and appropriate work groups will be shared equally as far as practicable.

3. When an employee is called upon to work and does work on the employee's second day of rest as defined in Article VI, Paragraph 18, or on a day deemed to be a double time day as provided for in Article VI, Paragraph 11(b), or in Paragraphs 4(b) and (c) of this Article, and the employee suffered no reduction in basic pay by reason of unexcused or disciplinary absence that calendar week, the employee shall be paid at twice their basic rate as defined in Article VI, Paragraph 12. If the employee's overtime work then continues without interruption into the next calendar day, the double time rate will apply to the employee's uninterrupted working time until their regularly scheduled tour of duty begins.

4. (a) When an employee is required to work during a period for which rest time would normally be granted in accordance with Article IX, Paragraph 13, of the Agreement, the employee shall be paid at one and one-half ( $1\frac{1}{2}$ ) times their basic rate. On holidays, first and second days of rest and other days not scheduled to work, employees will be replaced if the job extends more than two (2) hours into what would be the employee's normal rest period, provided replacements are reasonably available.

(b) Notwithstanding the provisions of 4(a) above, an employee who is required to work more than sixteen (16) consecutive hours, shall be paid at the double time rate for those hours worked in excess of sixteen (16) consecutive hours. When an

employee is called back to work one and one-half (1½) hours or less and reports to the normal work headquarters within one and one-half (1½) hours or less after working to the end of their regular scheduled workday or extension thereof, the Company will bridge this time without pay for the administration of this paragraph only.

(c) Notwithstanding the provisions of 4(a) above, an employee recalled after less than eight (8) hours of time off, following sixteen (16) or more consecutive hours of work, shall be paid at the double time rate for the hours worked until the employee is granted eight (8) consecutive hours of time off.

5. When an employee is required to report for prearranged overtime work and the duration of such work is less than four (4) hours, the employee shall be entitled to four (4) hours' pay at the applicable overtime rate. The minimum allowance for time worked shall not apply to a period of overtime work immediately preceding or following a scheduled tour of duty. Such compensation shall be allowed in the event the prearranged overtime work is canceled upon less than twelve (12) hours' advance notice.

6. When an employee is called out under the provisions of Article VI, Paragraph 16, the employee shall be allowed round trip travel time of eighty (80) minutes at the applicable overtime rate as time worked in addition to compensation at the same overtime rate for all work actually performed at the work site, but no minimum allowance is applicable to such work performed at the work site.

7. When more than eight (8) hours of work is required by the Company on back to back tours of duty on two (2) consecutive calendar days as a part of an employee's basic forty (40) hour work week, any work beyond eight (8) hours will be paid at time and one-half the basic hourly rate where no other overtime rate applies.

8. Employees assigned work in the territory of another utility company for emergency storm restoration purposes shall receive double-time pay for all work performed. Double-time pay will begin when the employees leave from the Niagara Mohawk departure location and will cease when employees return to the Niagara Mohawk departure location. Employees lending assistance to companies affiliated with Niagara Mohawk for emergency storm resto-

ration purposes will receive compensation in accordance with the applicable Articles of the Labor Agreement.

## **ARTICLE IX**

### **COMPENSATION FOR SCHEDULED TIME NOT WORKED**

1. For time lost because of occupational or non-occupational disability in accordance with the following schedule:

(a) Employees in Regular status on December 31, 1990 shall receive normal earnings for each scheduled straight-time day of work lost during the first seven (7) days of such disability.

(b) Employees in Regular status on occupational disability shall receive normal earnings for each scheduled straight-time day of work lost during the first seven (7) days of such disability.

(c) Effective January 1, 1991, employees who attain Regular status will not be paid for the first three (3) days of non-occupational disability for the first three (3) years of such Regular status. Upon completion of three (3) consecutive years of service in Regular status, such employee will receive 100% of basic rate in accordance with Paragraph 1(a) above. Further, during this three (3) year period, such employee shall receive normal earnings for the fourth through seventh scheduled straight time day of such disability.

(Note: Specific short-term disability (non-occupational) benefits will be revised, effective January 1, 2002. See paragraph 8 of this article).

2. When sickness extends beyond seven (7) days, regular employees eligible to receive non-occupational health and accident benefits under the Company's Group Insurance Benefit Plan shall receive during such insurance benefit periods supplementary compensation from the Company in accordance with the following schedule:

(a) Employees in Regular status on December 31, 1990 - 100% of basic rate not to exceed twenty-six (26) weeks.

(b) Effective January 1, 1991, employees who attain Regular status and for the first three (3) years of such Regular status will receive 100% of basic rate for the second through fifth week of such disability or recurrence thereof and 75% of basic rate for

the sixth through twenty-seventh week of such disability or recurrence thereof. Upon completion of three (3) consecutive years of service in Regular status, such employee will receive 100% of basic rate in accordance with Paragraph 2(a) above.

Such supplementary payments from the Company will be in amounts/reduced amounts based on forty (40) hours of straight time pay for each full week of such sickness and shall receive prorated benefits for partial weeks.

3. Whenever a regular employee becomes disabled by reason of injury arising out of and in the course of their employment with the Company, compensable under the Workers' Compensation Law, the Company will pay their normal forty (40) hour weekly wage for the first week of absence due to such cause or causes, and if the employee later becomes entitled under said Law to disability benefits for such first week, the Company shall have the right to deduct an amount equal to such benefits from their wages or from supplementary payments. Additionally, whenever absence because of such occupational disability and/or recurrence thereof extends beyond the first week, the Company will pay such Regular employee the difference between their normal forty (40) hour weekly wage and the Workers' Compensation disability benefits to which they are entitled under said Law for the combined period of absence not to exceed twenty-six (26) weeks because of such disability and recurrence thereof, if any, exclusive of the first week of initial disability.

4. Whenever absence because of such non-occupational, disability and/or recurrence thereof extends beyond the first week, the Company will pay such regular employee the difference between their normal forty (40) hour weekly wage and the disability benefits to which they are entitled under said Law for the combined period of absence not to exceed twenty-six (26) weeks because of such disability and recurrence thereof, if any, exclusive of the first week of initial disability and subject to the exceptions in Paragraph 2(b) of this Article IX.

5. Absences due to recurrences of occupational or non-occupational disability, for the same or related cause, if separated by three (3) months' active employment will entitle the employee to additional benefit periods of not to exceed twenty-six (26) weeks for each recurrence. The Company shall be the sole judge as to whether disabilities are for the same or related cause and shall have the right to defer or deny such benefits where, in its

opinion, the payment of such benefits or any portion thereof would be prejudicial to its rights under any statute providing similar or concurrent benefits for the same disability. Payments herein provided for shall be prorated when absence is for partial weeks.

6. If a regular employee suffers disability or sickness of more than seven (7) days' duration, all or any portion of which lies within the employee's vacation period, the employee shall be eligible to receive the disability benefits herein provided for on the same basis as if the employee had been scheduled to work forty (40) hours Monday through Friday during such vacation period. The Company reserves the right to reschedule the vacation or any part thereof.

7. Employees collecting such group insurance or Workers' Compensation benefits shall receive holiday pay on the same basis as other employees.

8. Effective January 1, 2002, the short-term disability (non-occupational) benefit is revised to remove the current three-day period of unpaid leave for eligible full-time employees with less than three years service. Additionally, pay for sick days during the first week of a disability will be reduced to 80% after a total of 40 hours in a calendar year, and pay for longer term absences due to disability will be adjusted, effective January 1, 2002, as noted in the table below:

**Short Term, Non-Occupational Disability Benefits**

<b><u>Years of Service</u></b>	<b><u>Code 30 Days per calendar year</u></b>	<b><u>Code 50 Days (current administration)</u></b>
<u>0-5</u>	<u>100% pay for first 40 hours.</u> <u>80% pay for any additional hours.</u>	<u>100% pay for 10 weeks.</u> <u>80% pay for 16 weeks.</u>
<u>6-10</u>	<u>100% pay for first 40 hours.</u> <u>80% pay for any additional hours.</u>	<u>100% pay for 13 weeks.</u> <u>80% pay for 13 weeks.</u>
<u>11-20</u>	<u>100% pay for first 40 hours.</u> <u>80% pay for any additional hours.</u>	<u>100% pay for 20 weeks.</u> <u>80% pay for 6 weeks.</u>
<u>21 &amp; Up</u>	<u>100% pay for first 40 hours.</u> <u>80% pay for any additional hours.</u>	<u>100% pay for 26 weeks.</u>

9. Eligible employees who do not use 40 hours of Codes 31-35 sick pay (Code 30) in a calendar year will be eligible to carry over their unused hours into the following year. Eligible employ-

ees will be allowed to carry forward up to 120 unused Code 30 hours, accumulated in prior years. The total number of unused Code 30 hours payable at 100% shall not exceed 160 hours in any year. For the remainder of 2001 after July 15, 2001, eligible employees with more than three years' service can accumulate 24 hours of Code 30 sick pay payable at 100% that can be carried over to 2002. Unused Code 30 hours will not be subject to payment or cashout when eligible employees separate from service. Hours charged to code 30 after July 15, 2001 will be subtracted from the 24 hours eligible employees may carryover under this provision into 2002.

10. In the event of death in the employee's immediate family, such employee will be granted up to three (3) days excused absence with pay.

11. In the event of death of the employee's grandparent, such employee will be granted up to one (1) day excused absence with pay. Effective January 1, 2002, employees will also be granted up to one (1) day of excused absence with pay in the event of the death of a brother-in-law, a sister-in-law or eligible members of the immediate household.

12. Whenever the Company holds joint conferences with the Brotherhood, the employees designated by the Brotherhood as its official representatives, in numbers deemed necessary to transact the business, will be excused from duty, and will receive straight-time pay (not to exceed eight (8) hours per day) for time lost because of such scheduled meeting provided such time is within the first forty (40) hours of work that week.

13. When, after extended periods of overtime work, it is possible to grant employees time off for required rest, such rest periods shall not result in loss to regular or probationary employees of wages which would have resulted from previously scheduled work included in their basic forty (40) hour week. The following method is included herein as a rule with respect to rest after extended overtime work not prearranged:

(a) When, after an extended period of overtime work, the employee is permitted to cease work at least eight (8) hours before their next regular tour of duty, the employee shall report for work as scheduled;

(b) When, after an extended period of overtime work, the employee is permitted to cease work less than eight (8) hours

before their next regular tour of duty, no regular work will be required for a minimum of eight (8) hours provided, however, that no employee shall be required to report for their next regular tour of duty if such eight (8) hour minimum rest period ends within four (4) hours of normal quitting time for their regular scheduled work on that day.

14. Required attendance at meetings pertaining to Company activities, such as first-aid and safety meetings, shall be held on Company time.

## **ARTICLE X**

### **ALLOWANCE FOR MEALS, LODGING AND TRANSPORTATION**

1. An employee shall not be required to make their own arrangements for more than one (1) meal during any tour of duty.

2. The Company shall furnish a meal to be eaten on Company time under the following conditions except as provided for in Paragraph 3 and 5 of this Article X:

(a) When the employee is required to report at their place of work one and one-half (1½) hours or more before their scheduled or rescheduled tour of duty begins except as provided for in Paragraph 3 of this article X.

(b) When the employee is required to continue work one and one-half (1½) hours or more beyond their scheduled or rescheduled tour of duty except as provided for in Paragraph 3 of this Article X.

(c) When the employee is called out for overtime work and the work extends beyond the customary mealtime. (In such cases, midnight shall be considered as a customary mealtime for day workers when required to work at night provided the anticipated period of work is 5 hours or more.)

(d) Corresponding allowances will be made for meal periods at approximately five (5) hour intervals during the remainder of the overtime period, except that an allowance will not be made for a meal at the end of the period of work if such work terminates reasonably near a customary mealtime.

(e) As above indicated in this Paragraph 2 during any



period of prearranged overtime work except during regularly recurring tours of duty as specified by the normal work schedule of a shift or scheduled worker and except as provided for in Paragraphs 3 and 4(a) of this Article X.

3. When the Company prearranges overtime work twenty-four (24) hours in advance of the overtime day to be worked (during the basic forty (40) hour work week this will be defined to be no later than one (1) hour after commencement of the tour of duty the previous day) and the required work does not exceed ten (10) hours (of which a minimum of one and one-half (1½) hours must be at the overtime rate), the employee shall be reimbursed fourteen dollars (\$14.00) effective June 1, 1995 in the paycheck with no concurrent time paid to eat the meal. This includes the first customary meal period when it falls within a period of prearranged work on an overtime day.

4. The Company shall furnish a meal to be eaten on the employee's own time or shall furnish a cash allowance of six dollars (\$6.00) effective June 1, 1995 in lieu thereof under the following conditions except as provided in Paragraph 3 of this Article X:

(a) The first customary meal period when it falls within a period of prearranged work on an overtime day except as provided for in Paragraph 3 of this Article X.

(b) When the meal is provided at the termination of the overtime work.

(c) When the cash allowance is granted in lieu of an unobtainable meal.

(d) When the meal is provided prior to an evening meeting arranged by the Company for discussion of safety or other matters of Company business.

5. The paid hour to eat an overtime meal is eliminated except in cases involving emergency overtime or call-outs. The unpaid hour will not serve to break continuous time towards rest time, double time, etc.

6. Except as hereinafter provided for in paragraph 16 of this Article X, meal periods on Company time shall not exceed one (1) hour.

7. The cash allowance shall be granted in lieu of a meal only when it is impracticable for the Company to provide the meal.

8. When the nature of the overtime work is such that the meal must be eaten while on duty, no concurrent payment for the meal period will be allowed.

Effective August 1, 2001 the preceding paragraphs 2-8 are replaced with the following:

9. A meal stipend to be included in the employee's pay-check and a one-half (1/2) hour paid meal break will be provided in accordance with Tables I-IV. Continuous overtime hours worked will be used to calculate the stipend from the appropriate table. When the meal break is taken, one-half hour will be allowed at a restaurant with the understanding that a reasonable amount of time will be allowed for travel to a restaurant. Meal breaks will be taken with public safety and customer restoration as the primary considerations.

10. If any meal period or meal periods are missed, only one-half hour period of overtime will be added to actual hours worked.

11. If the employee is required to continue working when rest time would normally be provided, the stipend will be paid in accordance with Table III.

12. When entitled to a meal period and transportation to obtain the meal is necessary, it will be provided by the Company on Company time. In circumstances where an employee uses their own vehicle, the employee will travel on Company time and be reimbursed in accordance with this Article X.

13. When an employee is called back to work within one and one-half (1 1/2) hours or less and reports to the normal work headquarters within one and one-half (1 1/2) hours or less after working to the end of their regular or overtime tour of duty, the Company will bridge this time for the administration of Article X. This time will be without pay and without credit as time worked. The employee will be eligible for stipends as outlined in the table in effect when the employee ended their previous tour.

14. The Company may, at its discretion, provide the meal to be eaten on paid time. If the Company provides a meal, employees will not be eligible for a meal stipend. Special dietary requirements will be considered.

15. Events in the Company's service territory that are determined by management to be a major storm, may require the sus-

pension of the implementation of paragraphs 9-13 for individuals assigned to respond to the storm. The Company considers a major storm to be one that is assigned a unique activity number. In these situations, affected employees will be reimbursed for the purchase of overtime meals or allowed to charge overtime meals at approved restaurants. The intent is to provide adequate meals to employees and facilitate service restoration. Meals should be provided at 5 hour intervals.

**Table I. Used for pre-arranged and holdover overtime for scheduled 8, 10, and 12 hour straight time workday.**

<b><u>When the employee has worked the following overtime hours</u></b>	<b><u>Employee receives cumulative stipend as follows</u></b>	<b><u>Paid one half hour meal period</u></b>
<u>1 1/2 hours</u>	<u>\$14.00</u>	<u>No</u>
<u>After an additional 3 1/2 hours</u>	<u>\$17.00</u>	<u>Yes</u>
<u>Subsequent additional overtime at 5 hour intervals will earn additional \$17 stipends and one half hour paid meal periods.</u>		

**Table II. Used for employees called out in the 5 hours immediately preceding their normal tour of duty and continuing into the normal tour of duty.**

<b><u>When the employee has worked the following overtime hours</u></b>	<b><u>Employee receives cumulative stipend as follows</u></b>	<b><u>Paid one half hour meal period</u></b>
<u>2-5 hours</u>	<u>\$17.00</u>	<u>Yes</u>

**Table III. Used for all call outs not covered by table II.**

<b><u>When the employee has worked the following overtime hours</u></b>	<b><u>Employee receives cumulative stipend as follows</u></b>	<b><u>Paid one half hour meal period</u></b>
<u>5 hours</u>	<u>\$17.00</u>	<u>Yes</u>
<u>Subsequent additional overtime at 5 hour intervals will earn additional \$17 stipends and one half hour paid meal periods.</u>		

**Table IV. Used for pre-arranged/scheduled overtime on an employee's scheduled or rescheduled day off.**

<u>When the employee has worked the following overtime hours</u>	<u>Employee receives cumulative stipend as follows</u>	<u>Paid one half hour meal period</u>
5-8 hours	\$14.00	No
<u>Overtime hours worked beyond those pre-arranged/scheduled will entitle the employee to stipends and meal periods in accordance with Table I.</u>		

16. Transportation facilities shall be available to field crews when engaged in work away from normal headquarters during inclement weather so they may travel to, obtain and eat a meal. On scheduled days of work and on days of prearranged overtime work when a full hour is allotted as the normal period, such period will be extended as required to permit forty-five (45) minutes of free time at the eating place and any such necessary extension of the one (1) hour meal period shall be compensable as time worked.

17. On any day that an employee starts from and returns to their normal operating headquarters, the employee shall be governed by the foregoing provisions of this Article X with respect to meal allowances.

18. Transportation will be furnished on Company time to and from the work site whenever employees are required to engage in work outside their customarily assigned area but within commuting distance of normal headquarters or such employees will be reimbursed for travel time and expense on a mileage basis in accordance with Article X, Paragraph 23, based on the shortest route at speeds within the posted limits, except as otherwise provided by Article XXVIII.

19. When employees are required by the Company to establish temporary residence outside their customarily assigned area, the Company will:

(a) Provide transportation on Company time or pay compensation in lieu thereof as provided in Paragraph 18 of this Article X for each such assignment or one (1) round trip per week if the assignment continues for two (2) or more successive weeks or portions thereof, and

(b) Reimburse employees for all reasonable expenses for meals and lodging during such assignments.

20. (a) When groups of employees are required by the Company to establish temporary residence outside their customarily assigned area, upon mutual agreement between the Brotherhood and the Company, the Company will discharge its obligation under Paragraph 19 Section (b) of this Article X by granting a per diem allowance in lieu of such reasonable living expenses, which allowance shall be based upon the actual expenses reasonably expected to be incurred by such employees, having regard to the facilities and accommodation that may be available at the place of temporary residence, to reasonably preserve and maintain the usual and normal living standards of the employees.

(b) In all such cases the amount of the per diem allowance is to be determined by and between the appropriate representatives of the Brotherhood and the appropriate representatives of the Company in the area or location where the normal headquarters of the employee is located and shall apply to all employees in such group.

(c) It is understood that no such allowance shall be payable for days or partial days of absence from the temporary work headquarters.

21. The Company shall defray moving expenses whenever regular employees are required to move from one territory to another.

22. The provisions of Paragraph 21 of this Article X shall not apply when transfer from one territory to another is arranged in compliance with the request of an employee, or through the award of a job as provided in the promotional procedures of this agreement. Neither shall it apply to an employee who elects to accept employment in another territory to avoid layoff.

23. Whenever employees are required to use their personally-owned automobile in the conduct of the Company's business, they shall be reimbursed for such use based on mileage rates as announced by the Internal Revenue Service. Any changes to the reimbursement rate will become effective as of the date identified by the Internal Revenue Service.

## **ARTICLE XI**

### **PROMOTIONS, DEMOTIONS, TRANSFERS, LAYOFFS & REHIRING**

1. (a) Seniority provisions in each Division shall be as set forth in Appendices A (Western Division), B (Central Division), and C (Eastern Division), attached hereto and made a part hereof.

(b) Company seniority as defined in Article VI, Paragraph 14, shall be applied to all layoff provisions contained in Appendices A, B and C.

2. (a) In furtherance of the Company's long term planning program to maintain at all times an adequate supervisory and administrative force, it is agreed between the parties that employees in numbers equal to one-half ( $1/2$ ) of one (1) percent of the number of employees then in the bargaining unit may be designated as supervisory trainees to engage in various types and grades of productive work for the purposes of acquiring the practical experience deemed necessary by the Company for advancement to a management position. Work done by a supervisory trainee, in any job represented by the Brotherhood shall not exceed that required to become acquainted in general with Company practices and procedures, nor shall it result in the layoff, demotion or transfer of any employee performing that type and grade of work. In no event will the total tenure of training exceed three (3) years.

(b) The Company agrees that it will not hire new employees as supervisory trainees if, in its judgment, there are employees within the bargaining unit who meet all of its requirements for appointment to such positions. The Company shall be the sole judge as to an employee's qualifications.

(c) The seniority provisions shall not apply to such employees.

(d) The Brotherhood shall be informed before trainees are hired or assigned and when their work assignments are changed during the training period.

(e) No person shall be hired or employed as a supervisory trainee except by the Vice President - Employee Relations.

3. When a vacancy occurs or a new job is created outside of the bargaining unit but within the top rate of pay within the bar-

gaining unit, the Company agrees to give notice of existence of such vacancy to the Brotherhood and its members by making a bulletin board announcement in accordance with the posting practices in the division where the vacancy occurs. During such period employees shall have the right to submit applications for the vacancy. Any such newly-titled job will be discussed with the President/Business Manager of Local Union 97, IBEW or designee prior to bulletin board announcement.

4. When an employee is assigned for one (1) or more days or for an overtime period to a higher grade of work than that specified by their regular classification, their wage rate will be adjusted to suit the conditions for the period of such work. The wage rate applicable to a temporary assignment shall be on the same basis as if the assignment were regular. The upgraded rate will apply on holidays that occur within the upgraded period. The upgraded rate will also apply during vacations that occur within the upgraded period provided that the employee is upgraded for a minimum of five (5) days within the week immediately preceding the vacation and is upgraded for a minimum period of five (5) days within the week immediately following the vacation. If the upgrading during these two (2) five-day periods is to different pay groups, the vacation pay will be computed at that upgraded rate which is closest to the employee's regular classification rate. Upon completion of the assignment or upon evidence of inability to perform such assignment, the employee shall be restored to their former position and wage rate.

5. If an employee is upgraded four (4) hours or more in a single day, the employee will be paid eight (8) hours at the upgraded rate. During a specific calendar week, where an employee has accumulated four (4) hours or more of upgrading, the employee will be granted eight (8) hours pay at the upgraded rate during that week.

6. Upgradings shall be accumulated for each individual. When one hundred thirty (130) days of such upgrading have been accumulated, the employee shall thereafter be entitled to the second step of the appropriate pay group in subsequent upgradings. In accumulating the one hundred thirty (130) days, overtime periods of eight (8) or more consecutive hours shall be counted as one day of upgrading. Upgradings to a rate higher than that for the pay group being considered shall be counted.

7. An employee may, if necessary, be upgraded for three (3) days or less because of an emergency or other urgent situation without regard to the promotion provisions of this agreement. Except as otherwise determined by mutual agreement, if such upgrading is for more than three (3) days, the promotion provisions, except posting, shall apply.

8. Experience gained during upgradings shall not be considered for regular promotion to a higher rated job but after promotion to such job it shall be credited toward the time requirements in the higher job, both for the second step and for later promotions to other jobs in the series.

9. Employees on sick leave, retired and receiving disability payments or receiving workers' compensated benefits shall have the right to be reemployed into their former position upon providing proper medical documentation satisfactory to the Company that they are physically qualified. An adjusted seniority date for all purposes will be established offsetting the actual days on Disability Retirement. Employees physically unable to perform their former position will be considered prior to an outside hire to fill vacancies where the duties and responsibilities are within their capabilities documented by proper medical documentation acceptable to the Company.

10. (a) The Company shall discuss in advance with the President/Business Manager of Local Union 97, IBEW or designee personnel changes which involve promotions, demotions, transfers, discharges, layoffs, and rehiring of employees represented by the Brotherhood. Any other changes made by the Company without discussion with the President/Business Manager of Local Union 97, IBEW or designee shall not be considered final until so discussed. The immediate supervisor shall advise the shop steward promptly of all job awards and other changes affecting employees in the department.

(b) The Company in its sole discretion shall have the right to dismiss part-time with less than one (1) year continuous service, temporary and probationary employees without regard to the other provisions of this agreement.

(c) The President/Business Manager of Local Union 97, IBEW or designee will be promptly informed of the circumstances regarding the termination of a probationary or temporary employee.



11. Procedures outlined in Appendices A, B and C are subject to such modifications as may be required to avoid infringement on the reemployment rights of military personnel upon termination of military leave of absence.

12. (a) While this agreement is effective, no regular employee hired before July 14, 2001 who has ten (10) or more years of continuous service shall be laid off because of lack of work, nor shall their rate of pay be reduced thereby. In the event of a reduction, elimination or reassignment of work, the Company will offer to an eligible employee affected thereby a job that may then be available anywhere within the Division in which the employee is then employed, for which they are qualified. It is understood, however, that such job offer to an eligible employee shall not displace another employee with ten (10) or more years of continuous service. Employees hired on or after July 14, 2001 will be subject to the same demotion and layoff provisions of the applicable Appendices as currently applied to employees with less than 10 years of seniority.

(b) Upon first becoming eligible for the benefits of this clause, and then only, an affected employee may elect to accept a separation allowance in lieu of the benefits provided for in this clause, in an amount provided for in the Disability Retirement and Separation Allowance Plan and payable as therein provided. However, no separation allowance election will be available where a position in the same job title and at the same pay grade is offered to the employee within 35 miles of the employee's current work location or the employee's residence. Employees initially offered positions within 35 miles in the same job title and at the same pay grade, who are subsequently reassigned to a new work location in the same job title and at the same pay grade, will be given an opportunity to elect separation allowance benefits when the distance of their subsequent reassigned work location is more than 35 miles from both their current residence and their initial residence in the event they have moved.

The acceptance of a separation allowance shall be in lieu of any and all rights and interest of any kind such employee might have by reason of their employment with Niagara Mohawk, except as may be specifically provided by law or as provided under Company benefit plans in effect at the time of the employee's separation.

## ARTICLE XII

### VACATIONS

1. All employees who have completed less than one (1) year of continuous service on December 31st of the previous year shall, after acquiring regular status, have one (1) day of paid vacation during the current year for each full month of continuous service rendered during the previous year except that such vacation period shall not exceed ten (10) working days with regular basic pay.

2. All regular employees who have completed one (1) year or more of continuous service on December 31st of the previous year shall have two (2) weeks' vacation during the current year for which eighty (80) hours' vacation pay at the basic rate will be allowed.

3. All regular employees who have completed six (6) years of continuous service on or before December 31st of the current year shall have three (3) weeks' vacation during the current year for which one hundred twenty (120) hours' vacation pay at the regular basic rate will be allowed.

4. All regular employees who have completed fourteen (14) years or more of continuous service on or before December 31st of the current year shall have four (4) weeks' vacation during the current year for which one hundred sixty (160) hours' vacation pay at the regular basic rate will be allowed.

5. All regular employees who have completed twenty-two (22) years or more of continuous service on or before December 31st of the current year shall have five (5) weeks' vacation during the current year for which two hundred (200) hours' vacation pay at the regular basic rate will be allowed.

6. All regular employees who have completed thirty (30) years or more of continuous service on or before December 31st of the current year shall have six (6) weeks' vacation during the current year for which two hundred forty (240) hours' vacation pay at the regular basic rate will be allowed.

7. Vacations will, so far as practicable, be granted at the time most desired by employees, but in order to insure orderly operations the final right to allotment of vacations and the final

right to require employees to work in lieu of vacations is exclusively reserved to the Company.

8. Except as otherwise provided in this Article XII, Company seniority shall prevail in the allotment of vacations.

9. When a day observed as a holiday falls within the vacation period, an extra vacation day will be taken.

10. Increments of one (1) to five (5) days of previous year's vacation may be carried over up to and including the week following Easter Sunday of the following year. These five (5) carry-over days may be taken in single day increments. If carry-over vacation is taken in single day increments, such days will not have preference over current year vacation selection. Carry-over vacation of a full week (including weeks containing the three (3) scheduled holidays excluding floating holidays) will have preference over scheduling current year's vacation.

11. Vacations are not cumulative except as otherwise provided for in paragraph 10 of this Article XII. Regular employees who are required by the Company to forego any portion of their vacation period shall receive, in addition to the vacation pay allowance, compensation at the overtime rate for all such vacation time actually worked.

12. In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be rescheduled whenever practicable within the calendar year. When vacations are scheduled on a calendar week basis, such vacation will run from midnight Saturday to midnight Saturday. If prolonged disability occurs prior to an employee's vacation and makes it impossible for the employee to take such vacation that year, the employee shall be allowed their normal vacation pay without curtailment of concurrent Group Insurance Plan benefits, workers' compensation benefits or disability pay supplement. Additionally, five (5) days of previous year's vacation may be carried over, at the option of the Company, up to and including the week following Easter Sunday of the following year as provided in paragraph 10 of this Article XII. If prolonged disability continues the preceding provisions are applicable, up to and including Easter Sunday of the following year.

13. If death occurs in an employee's immediate family or death of the employee's grandparent, brother-in-law, sister-in-law, or eligible members of the immediate household occurs during the vacation, such vacation time shall not be considered and these days shall be rescheduled at the request of the employee whenever practicable within the calendar year.

14. Subject to the limitations of Paragraph 11 of this Article XII, any period of time during which an employee was on military leave of absence will be considered as time worked in determining their eligibility for a paid vacation during the calendar year in which they return to active employment with the Company and during the calendar year following.

15. Whenever a regular employee voluntarily resigns, enters military service, is laid off because of lack of work, is discharged, or is retired, the employee shall be entitled to their earned vacation, based on their services during the previous year, or pay at the basic rate in lieu thereof. If the employee leaves the employ of the Company for any of the above-mentioned reasons during a year in which their vacation entitlement changes in accordance with the provisions of Paragraphs 3, 4, 5, or 6 of this Article XII, the employee shall be entitled to the additional one week of vacation, or pay at the basic rate in lieu thereof. A regular employee retired for age, disability, or laid off because of lack of work, will also be entitled to a prorated vacation allowance for time worked during the year in which the employee is retired or laid off. Comparable benefits shall be paid to the beneficiary of a deceased employee as named in such employee's Group Life Insurance policy.

16. Employees requesting approval under the Family and Medical Leave Act will not be required to use their entire vacation entitlement at the beginning of an approved leave, effective January 1, 2002. Vacation need not be used in leave requests of nine weeks or less, or for leaves of an intermittent nature. However, when leaves are requested for a duration of either 10, 11 or 12 weeks, up to one-half of the employee's remaining vacation weeks will be used during those weeks as appropriate.

## ARTICLE XIII

### HOLIDAYS

1. The following holidays shall be observed:

New Year's Day	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	**Day Before Christmas Day
Independence Day	Christmas Day
Labor Day	*Floating Holiday (2)

\*Selection of such Floating Holiday is subject to the same terms and conditions as in Article XII, Paragraph 7, and that employees must select such Floating Holiday at the time they make their vacation selection and that the day selected will be a scheduled day of work. Probationary and Temporary employees are not eligible for Floating Holidays. Regular employees hired on or after June 1, 1986, must have completed one (1) year of continuous service on December 31st of the previous year to be eligible for the Floating Holidays in the current year.

\*\*The Day before Christmas Day will be observed as a full holiday except when Christmas falls on a Saturday, Sunday or Monday. In those calendar years when such occurrence takes place, an additional Floating Holiday will be granted as stipulated in the above paragraph.

2. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday, except as noted above.

3. Whenever a holiday falls on a Saturday, it shall be observed on the preceding Friday.

4. Regular and Probationary employees who are not required to work on a day observed as a holiday shall receive eight (8) hours' basic pay for the holiday.

5. Regular and Probationary employees who are required to work on a day observed as a holiday shall receive eight (8) hours' basic pay for the holiday plus pay at the applicable overtime rate for all work actually performed during the eight (8) hours attributable to the holiday period.

6. Holiday work shall be reduced to a reasonable minimum for scheduled workers and efforts will be made to distribute holiday privileges equitably among such employees.

7. Shift and scheduled workers are allowed two (2) days off per year without pay, to include workers working 8, 10, and 12 hour shifts, to be taken at the employee's option with proper notification to the Company.

8. Temporary employees shall not receive compensation for time lost on days observed as holidays. If required to work on any day observed as a holiday they shall receive overtime compensation.

## ARTICLE XIV

### WAGE SCHEDULES

1. The relative value of each job shall be as indicated by the pay group number assigned to its specification. Wage rates on a forty (40) hour work-week basis for each pay group shall be as shown on Wage Schedules A, B and C. The following base wage increases were agreed to:

<u>June 1, 2001</u>	<u>3.25%</u>
<u>June 1, 2002</u>	<u>3.25%</u>
<u>June 1, 2003</u>	<u>3.75%</u>

2. Probationary employees shall be paid on an hourly rate basis, such hourly rates being one-fortieth ( $1/40^{\text{th}}$ ) of the basic minimum weekly rates established for the appropriate pay group and the applicable wage schedule.

3. Temporary employees shall be paid on an hourly rate basis, such hourly rates being one-fortieth ( $1/40^{\text{th}}$ ) of the basic minimum weekly wage rate established for the appropriate pay group and applicable Wage Schedules.

4. As to regular employees, the first pay step (minimum rate) shall apply during the first six (6) months in any job or jobs classified in the indicated pay group, except that an employee promoted to a higher rated job shall be advanced to the second pay step (maximum rate) if their former rate was equal to or in excess of the first step rate applicable to their new job assignment.

5. Advancement to the second pay step shall not be granted

to an employee while on sick leave or other leave of absence. If a civilian leave of absence is granted for thirty (30) or more calendar days, the maximum rate shall be postponed for a corresponding interval of time. Anniversary adjustments shall always be made effective on the Sunday nearest the readjustment date.

6. No regular or probationary employee shall suffer any reduction in basic wage rate during the term of this agreement while the employee continues to perform the same type and grade of work as that performed by the employee on June 1, 2001.

## ARTICLE XV

### SAFETY

1. (a) It is agreed between the parties that their respective safety committees shall meet at reasonable intervals of time for purposes of reviewing case histories of actual lost-time accidents involving members of the Brotherhood and to consider recommendations and suggestions of the Brotherhood regarding existing and proposed safety rules.

(b) Before new safety rules are adopted, they shall be subject to full discussion with the Local Union 97, IBEW.

(c) It is understood that the Local Union 97, IBEW may advance recommendations and suggestions regarding existing and proposed safety rules and the Company agrees to bargain with the Local Union 97, IBEW concerning them.

(d) When an employee who is a member of the Brotherhood is charged with a violation of the Accident Prevention Rules of the Company, the facts and circumstances involved will be discussed and reviewed with the President/Business Manager or designee and the Steward in the work group before any disciplinary action involving loss of pay is taken.

2. A copy of each report of an accident involving an employee in the bargaining unit which results in lost time or requires medical attention by a physician will be furnished by the Safety Department to the President/Business Manager of Local Union 97, IBEW or designee.

3. The parties hereto agree that the safety rules, as prescribed from time to time by the Company, or by any law (and regulations thereunder) applicable to the territory covered by this agreement, shall be strictly adhered to by the employees and by

the Company. First-aid kits shall be placed in all headquarters, substations and generating substations and in all trucks. The Company shall provide protective devices and other equipment, such as rubber blankets, rubber gloves, and rain gear deemed necessary in accordance with good operating practices properly to protect employees from injury.

4. Employees in line, maintenance and distribution departments shall not be required to work outdoors in inclement weather except in cases of emergency or as provided by Article XXVI and Article XXVIII. The chief in charge of the field crew shall be the judge as to what constitutes inclement weather.

5. At all times, except during extreme emergencies, the following rules shall apply:

(a) Not less than two (2) qualified personnel shall work together on energized overhead distribution primaries and shall not be separated from each other by a distance greater than a single span length.

(b) When installing or removing grounds on transmission lines, not less than two (2) qualified personnel shall work together in the immediate proximity of the structure upon which the work is being performed.

6. Active, full-time regular represented employees, or those employees required by the Company to wear safety eye glasses, will be considered eligible employees for the Prescription Safety Eye Glasses Program.

7. Eligible employees in Energy Delivery will participate in the protective Flame Retardant Clothing Agreement.

## ARTICLE XVI

### DISCIPLINARY ACTION

1. When an employee who is a member of the Brotherhood is charged with a violation of Company rules or procedures, the facts and circumstances involved will be discussed and reviewed with the appropriate Brotherhood representatives before any disciplinary action involving loss of pay is taken. For the purposes of this article, the appropriate Brotherhood representatives shall be the President/Business Manager of Local Union 97, IBEW or designee, and the Steward in the work group.



2. A suspended employee shall have the right to contact the President/Business Manager of Local Union 97, IBEW or designee prior to leaving Company premises.

3. When it appears necessary to resort to disciplinary action, there shall be a prompt investigation and prompt notification of the results of the investigation to the employee and the Brotherhood.

## **ARTICLE XVII**

### **LINE MECHANIC-HOT STICK JOB CLASSIFICATION**

1. Upon the agreement of the Brotherhood that the installation of a job classification of Line Mechanic-Hot Stick, paid in accordance with the Wage Schedules contained in this agreement, could not and would not be used as the basis upon which to claim that inequities were created as to other jobs in the P & M and TOC Manuals, the following understanding was reached:

(a) That a new job classification entitled Line Mechanic-Hot Stick, paid in accordance with the Wage Schedules contained in this agreement, would be included in the P & M Manual.

(b) That said classification would be used in such locations and to such extent as the Company deemed necessary for the proper and adequate performance of its work.

(c) That employees for the classification would be chosen on the basis of the provisions of the labor agreement.

(d) That employees to be entitled to be so classified must have successfully completed the Company-prescribed training and have qualified in the use of a complete set of hot line tools.

(e) That qualifications for the job require a minimum of two (2) years as a Line Mechanic C.

(f) That employees so classified, when not performing hot line work, would be required to perform all the duties of a Line Mechanic C.

2. Upon the proposal of the Brotherhood to expand the use of the Line Mechanic-Hot Stick job classification and the determination of the Company that its future needs in the Electric Line Department will require all eligible Line Mechanic C's to be experienced and qualified to use hot stick equipment. It is

further understood between the parties that in the future all line mechanics, after completing two (2) years of service as Line Mechanic C, will be required to take such basic training in the use of hot stick equipment and, upon successfully completing such training, will be classified as Line Mechanic-Hot Stick.

3. After a four-person line crew has been eliminated, it cannot be reformed until a further mutual agreement between the Company and Local Union 97, IBEW has been reached.

## **ARTICLE XVIII**

### **WORK PROJECTS**

For the information of the Brotherhood, the Company will, at least once a year, furnish and discuss a list of all contemplated work projects as they specifically apply to Local Union 97, IBEW which are of sufficient magnitude to have an appreciable effect on labor requirements; but the Company in its uncontrolled discretion reserves the right to modify, expand or cancel any such projects at any time.

## **ARTICLE XIX**

### **USE OF BULLETIN BOARDS**

It is agreed that the Brotherhood may have a reasonable use of the Company bulletin boards for the purpose of posting notices with regard to meetings or matters of special interest to the employees.

## **ARTICLE XX**

### **EMPLOYEE BENEFITS**

1. (a) Based upon the understanding that the Company shall have sole discretion as to the method of financing (including the retention of dividends or refunds, if any) and the selection of trustees or underwriters, if any, for any benefit plan the cost of which is primarily or wholly paid by the Company, the following benefit plans, as amended and described in detail in the employee benefit plan booklet entitled "Your Benefits Handbook: Niagara Mohawk" will be continued for the term of this agreement as follows: (i) the Niagara Mohawk Pension Plan, Disability Retirement and Separation Allowance Plan and the Sickness and Accident Insurance Plan will be entirely non-contributory, and

(ii) the Medical Care Plans, Dental Plans, Managed Mental Health Care Plan, Prescription Drug Plan, Life Insurance, and Accidental Death and Dismemberment Plans will be subject to the contributions, deductibles and maximums set forth in this Article.

(b) *Recognizing changes and opportunities in regard to benefits*, the Union and Company agree to formulate a Joint Committee, meeting a minimum of quarterly. The Committee will review plan expenses and calculations, and make recommendations for modifications while maintaining the integrity of the plans. Plans are defined for the purposes of this Committee as the following: Medical, Dental, Prescription Drug, Mental Health and Substance Abuse, Life Insurance, Accidental Death and Dismemberment, Disability, Employee Savings Fund, and Pension.

(c) In the event some form of national health insurance becomes effective during the term of this agreement, the Company agrees that it will continue to provide the current level of Medical Care Plan coverage and that such Plan benefits will be integrated in a manner similar to the present integration with Medicare benefits. Before implementing such integration, its impact will be discussed with the Brotherhood.

(d) Widows and/or Widowers (excluding any eligible collaterals, but including any whose spouse was killed in the course of employment with the Company) who elect to remain in the Niagara Mohawk Health Care Plans under the terms and conditions specified in the Health Care Plans section of the "Your Benefits Handbook: Niagara Mohawk" shall continue in the Plan and the Company will assume all premium costs. Health Care Plans include Medical Care (including Health Maintenance Organizations (HMOs) and Point-Of-Service (POS)), Prescription Drug and Managed Mental Health Care.

(e) Coverage for a dependent surviving spouse age 45 or older at the time of the employee's death and dependent surviving children of the employee will be provided at no cost whether HMO, POS or Niagara Mohawk Medical under the terms and conditions of the Health Care Plans for surviving spouses. Coverage for a surviving spouse under age 45 will be continued under the Health Care Plans for three years at no survivor cost and then the spouse will be eligible to purchase COBRA for three additional years.

## **2. Health Care Plans**

(a) Health Care Plans include the Medical Care (including HMOs or POS), Dental, Prescription Drug and Managed Mental Health Care.

1) Employees and their eligible dependents enrolled in the Comprehensive Plan may have one eye exam per person every 24 months subject to deductibles and co-insurance.

2) Certain oral surgical procedures formerly covered in the Scheduled Dental Plan at 100% will be covered in the Reasonable and Customary Dental Plan at 100%.

(b) Full-time regular employees who retire will be eligible to participate in the following benefits outlined below effective May 1, 1996:

1) A comprehensive 90/10 co-insurance plan, replacing the Base/Major Medical Plan, with all eligible expenses covered at 90% of the reasonable and customary rate and subject to the following:

- (i) Annual deductibles of \$150 individual/\$400 family;
- (ii) Annual out-of-pocket maximums of \$1200 individual/\$2400 family; and,
- (iii) A lifetime maximum benefit per individual of \$1 million.

2) The three-month deductible carryover provision, the \$5 deductible per office visit and the annual maximum number of chiropractic visits have been eliminated with the termination of the Base/Major Medical Plan. Chiropractic visits will be subject to deductible and co-insurance.

3) Covered individuals and their eligible dependents enrolled in the Comprehensive Plan may have one eye exam per person every 24 months subject to deductibles and co-insurance.

4) Managed Care options may be offered where applicable, patterned after the "Advantage Health Plan" or similar system-wide program.

5) Prescription Drug co-payments per claim will be as follows effective January 1, 1998:

(i) Retail 20% co-pay/co-payment will not exceed \$12 per claim.

(ii) Mail Order \$5 generic/\$10 brand

6) The Company will begin to accrue the costs of post-retirement benefits when an active employee reaches age 45. A participant who is receiving Disability Retirement Benefits under the Disability Retirement and Separation Allowance Plan, shall receive credit for such period of time that those disability benefits are being received after the participant reaches age 45, towards the ten years after attaining age 45 requirements for being an Eligible Retiree under the Company's Retiree Health Plans.

(c) A flexible benefit program, in accordance with applicable Internal Revenue Code provisions, will be introduced, called the "Select Plan", for full-time active regular employees effective January 1, 1997. The provisions of the Select Plan that relate to the Health Care Plans will include:

1) The Company will provide eligible employees with credit equal to 85% of the monthly cost of the "90/10 Comprehensive Plan" towards the purchase of medical care indemnity coverage offered under the plan. Employees will be responsible for the difference between the credit and the price tag of the indemnity plan selected.

2) The Company will provide eligible employees with a credit equal to 90% of the monthly cost of the "Point of Service (POS) Advantage Health Plan" towards the purchase of HMO or POS coverage offered under the program. Employees will be responsible for the difference between the credit and the price tag of the HMO/POS plan selected. If the price tag of the selected HMO is less than Advantage Health Plan price tag (or similar system-wide program), the employee selecting the HMO will contribute the same dollar amount as a participant in the Advantage Health Plan.

3) The Company will provide a credit equal to 85% of the cost of the "Reasonable & Customary Dental Plan" (100% preventive/80% basic/60% major services/ \$1800 lifetime

orthodontia maximum) towards the purchase of dental coverage offered under the plan. Employees will be responsible for the difference between the credit and the price tag of the selected plan.

4) The options under the Medical Care Plan will include:

- a) Waiver of coverage
- b) A Comprehensive 90/10 plan, with \$150 single/\$400 family annual deductibles; \$1,200 single/\$2,400 family annual out-of-pocket maximum; and a \$1 million lifetime maximum benefit per individual.
- c) A Comprehensive 80/20 plan, with \$750 single/\$1,500 family annual deductibles; \$1,750 single/\$3,500 family annual out-of-pocket maximum; and a \$1 million lifetime maximum benefit per individual.
- d) A HMO and/or POS (Advantage Health Plan). A vision care rider will be added to the HMOs or POS, which includes coverage for lenses and frames.

5) The options under the Dental Care Plan will include:

- a) Waiver of coverage
- b) Reasonable and Customary (100% preventive/80% basic/60% major services), \$50 annual deductible for combined basic and major services with a \$1,500 annual maximum for preventive and basic services and \$2,000 for major services, Lifetime Orthodontia benefit of \$1,800.
- c) Reasonable and Customary (100% preventive/60% basic/40% major services), \$50 annual deductible for combined basic and major services with a \$1,500 annual maximum for preventive and basic services and \$2,000 for major services, Lifetime Orthodontia benefit of \$1,800.

6) The co-payments per claim under the Prescription Drug Plan will be as follows:

(i) Effective January 1, 1998, co-payments per claim will change as follows:

- a) Retail            20% co-pay / co-payment will not exceed \$12 per claim
- b) Mail Order \$5 generic / \$10 brand.

7) Employees may participate in the Health Care and/or Dependent Care Spending Accounts with annual pre-tax maximums of \$2,500 Medical Care and \$5,000 Dependent Care.

(d) Full-time regular employees will be eligible to participate in the following benefits under the Health Care Plans effective January 1, 2002:

1) Flexible medical spending account maximums will be increased from \$2,500 to \$3,000.

2) A long-term care option will be offered by the Company, the full premiums of which will be paid by eligible employees on an after-tax basis.

3) Prescription drug co-payments per claim will be as follows:

- a) Retail:            20% with a maximum co-payment of \$15 per claim and a minimum co-payment of \$5.
- b) Mail Order:    \$5 generic / \$15 brand.

4) Medical pre-tax employee contributions will be increased as follows for eligible, full-time represented employees\*:

- a) Comprehensive, Catastrophic, HMO's or POS:
  - Employee only                      \$3 increase per week
  - Employee plus one dependent    \$3 increase per week
  - Family (employee plus more than one dependent)    \$3 increase per week

\*Note: These amounts are in addition to the contribution percentage levels under the Select Plan.

- b) Effective January 1, 2003, medical pre-tax employee contributions will be increased as follows for eligible full-time represented employees:

1) Comprehensive, Catastrophic, HMO's or POS:

<u>Employee only</u>	<u>\$4 increase per week</u>
<u>Employee plus one dependent</u>	<u>\$4 increase per week</u>
<u>Family (employee plus more than one dependent)</u>	<u>\$4 increase per week</u>

\*Note: These amounts are in addition to the contribution percentage levels under the Select Plan and the January 1, 2002 \$3 increase, for a total increase of \$7 per week.

5) The lifetime maximum under the CIGNA Comprehensive and Catastrophic medical options will be increased to \$1.5 million for all eligible full-time regular employees and eligible regular represented employees who retire during the contract term.

(e) 1) The Company's contribution rate for retiree monthly health care benefits for eligible employees who retire on or after June 1, 2001 and surviving dependents who become eligible on or after June 1, 2001 will be capped at the level in effect as of December 31, 2009. Commencing January 1, 2003 and ending on December 31, 2009, monthly increases in the premiums or premium equivalents for such retiree health care benefits that occur after December 31, 2002 will be determined on an annual basis and paid in accordance with the terms of the applicable plan as follows: (1) plan participants will pay all increases up to the first \$100 a month of such premium increases; and (2) plan participants will pay 10% of the premium increases in excess of the first \$100 a month of such premium increases, and the Company will pay 90% of the premium increases in excess of the first \$100 a month of such premium increases until December 31, 2009.

2) Effective January 1, 2002, Prescription Drug co-payments per claim will be as follows for full-time regular employees who retire on or after June 1, 2001:

- |                        |   |
|------------------------|---|
| <u>(i) Retail</u>      | <u>20% co-pay/co-payment not to exceed \$15 per claim</u><br><u>Minimum co-payment of \$5</u> |
| <u>(ii) Mail Order</u> | <u>\$5 generic/\$15 brand</u>   |



### 3. Life Insurance and Accidental Death and Dismemberment Plans

(a) Full-time regular active employees and persons on limited disability retirement covered under the Basic Life Insurance Plan shall continue to contribute at the rate of 10¢ per month per \$1,000 of life insurance effective October 2, 1995, but any dividend which may be developed shall be retained by the Company.

(b) The following life insurance coverage will be offered in the Select Plan at no cost to the employee effective January 1, 1997:

Plan A:  $1\frac{1}{2}$  x base pay

Plan B:  $2\frac{1}{2}$  x base pay

(c) Full-time regular active employees will be provided  $1\frac{1}{2}$  x base pay in 24-hour Accidental Death and Dismemberment coverage at no cost to the employee.

(d) Employees enrolled in either Plan A or Plan B may purchase Optional Life Plan C Insurance at one (1) times, two (2) times, three (3) times base pay at an age rated rate on a pre-tax basis. This coverage terminates at retirement or separation or termination of employment.

(e) Employees may, on a pre-tax basis, purchase additional one (1) times, two (2) times or three (3) times base pay for 24-hour Accidental Death & Dismemberment coverage. This coverage terminates at retirement or separation or termination of employment.

(f) Employees enrolled in either life insurance plan will continue to be eligible to purchase life insurance for their dependents on an after-tax basis. This coverage terminates at retirement.

(g) Effective January 1, 2002, eligible full-time represented employees will be able to purchase up to five (5) times their annual base pay in life insurance with pre-tax dollars. This change is subject to the other requirements that currently exist with respect to Plan C, Optional Life Insurance Coverage.

(h) Effective January 1, 2002, Plan B life insurance benefits will be reduced to \$10,000 for eligible full-time represented employees at the later of reaching age 60 or retiring from the Company.

(i) Effective January 1, 2002, eligible full-time regular employees will be able to purchase up to \$50,000 in dependent life insurance for a spouse, subject to applicable tier requirements. The full premium for such coverage will be paid by the employee on an after-tax basis.

4. Anything to the contrary contained in this Article notwithstanding, the Company agrees to continue all of the Plans identified in sections 1, 2 and 3 of this Article, as well as the Employee Savings Fund Plan and the Aid to Education Plan, as negotiated, during the term of this agreement.

#### **5. Temporary & Probationary employees:**

(a) Temporary and Probationary employees will be given the opportunity to enroll in a Catastrophe Major Medical Plan. Contributions for this coverage shall be assumed by the participants.

(b) The Catastrophe Plan is an 80/20 Comprehensive Plan with an annual \$500 deductible/\$2,500 annual out-of-pocket maximum per individual and \$500,000 lifetime maximum per individual. Individuals may select single or family coverage.

(c) Temporary employees with unbroken continuous service who attain Probationary status will have all service beyond six (6) months as a Temporary employee credited toward eligibility as a Probationary employee under the Select Plan.

#### **6. Pension**

(a) The Company agrees to deposit in the irrevocable trust fund provided for in the Niagara Mohawk Pension Plan such sum as may be required to meet the Internal Revenue code minimum requirements for allowance of pension accruals as a business expense for each of the years covered by this agreement, and further agrees on an annual basis to a review of the financial status of the trust therein provided as well as a review of the operations of the Disability Retirement and Separation Allowance Plan with the Brotherhood Pension Committee prior to the 30th day of April of the following year.

(b) For those employees hired subsequent to May 31, 1949, the maximum Credited Service in the Niagara Mohawk Pension Plan and the Disability Retirement and Separation Allowance Plan is increased to 40 years.

(c) Subject to necessary governmental approvals, the parties agree to amend the Niagara Mohawk Pension Plan effective May 1, 1996 to provide for 100% retirement benefits for eligible employees whose age and years of service equal 86 points and meet the minimum requirements of 55 years of age and 10 years of service.

(d) The 86 points will be computed adding actual age at the last birthday and actual years of service at the last anniversary date. Retirement availability under this provision will be the first month following the month in which the eligible employee attains 86 points.

#### **7. Employee Savings Fund Plan:**

(a) The maximum allowable before tax contribution by eligible employees will be 15% of base pay regardless of age and Company service.

(b) The Company has a pay code to prevent loss of Company matching funds for certain types of unpaid lost time.

(c) Effective May 1, 1996 active employees may begin immediate participation in the Employee Savings Fund Plan without a one-year waiting period. The one-year service requirement remains in effect in determining an employee's eligibility for receiving a matching Company contribution.

(d) The Company will continue to investigate the possibility of increasing the before-tax contributions amount in the Represented Employee Savings Fund Plan (401K) beyond the current before-tax contribution level of 15%. However, any such increase will be limited to all applicable governmental regulations and administrative requirements and will be implemented when practicable.

#### **8. Supplemental Provisions**

The Company agrees to payroll deduction for any eligible bargaining unit employee who desires to participate in the "Local Unions Savings and Retirement Fund." Such deduction will not be taken until a transmittal list, along with an individually signed authorization card, is forwarded to the Company by the Plan Administrator, "Union Members Equity Plans, Inc.". It is further understood that this procedure will not be instituted by the Company unless there is a minimum of 100 participants.

The Brotherhood or any of its members agrees to hold the Company harmless from any and all liability that may arise by reason of any action taken or not taken by the Company for the purpose of complying with any provision of this understanding.

9. (a) Any regular employee of the Company who is elected or appointed to the position of Business Manager, Assistant Business Manager or Business Representative of the Local Union 97, IBEW will, upon making an application on a Company-prescribed form be granted a leave of absence without pay for the period for which the employee was elected or appointed, but not to exceed a period of three (3) years. During the continuance of such leave the employee's Company and job seniority shall be preserved and maintained in the same manner and to the same extent as if the employee continued in their regular job. Applications for extensions of such leaves of absence may be applied for and will be granted in the same manner and to the same extent and on the same conditions.

(b) Such regular employee granted a leave of absence in accordance with (a) above, will be continued in the Health Care Plans, and Life Insurance Plans upon payment of the entire Company cost at group rates, which will be furnished and invoiced by the Company biannually. Eligibility in the Niagara Mohawk Pension Plan and the Disability Retirement and Separation Allowance Plan will continue in accordance with the employee's seniority and applicable base pay rate.

10. The Company agrees that its present practice with respect to excused absences for employees covered by this agreement shall be continued during the term of this agreement.

11. (a) The present practice (as of June 1, 1954) of the Company shall be continued regarding the furnishing and replacing of tools and equipment to employees, but, in addition to this present practice, the Company also agrees, in those areas where tools were not replaced, to replace personally-owned small tools which have become broken or worn out through use on the job, of the same or equivalent kind and quality as that being replaced; provided, however, that the replacement need be only of a kind and quality which the Company, in its opinion, deems to be necessary for satisfactory performance of the job.

(b) The company will also furnish work gloves to all employees who are required to use them in the performance of their work.

(c) The company will pay for the cost of all licenses required in the performance of job duties with the exception that the Company will only pay the difference between the cost of a passenger driver's license and the cost of any other required driver's license.

12. Trucks and substations will be equipped with cool drinking water.

13. Regular employees shall receive two (2) weeks' notice of a layoff or two (2) weeks' pay in lieu thereof.

14. Local practices now in effect will continue where they now apply, except as otherwise provided in this agreement and the Appendices and Schedules hereto annexed.

15. The Company indemnifies employees for their actions in fulfillment of those work activities specifically requested by the Company. The Company further agrees to defend and provide legal representation in actions against employees arising from performance of their duties on behalf of Niagara Mohawk Power Corporation. Indemnification and legal representation is not provided in instances caused by dishonesty, bad faith or breach of trust.

16. Aid to Education reimbursement for all eligible regular, full-time represented employees will be increased from 75% to 100%, for courses beginning on or after January 1, 2002 that are submitted and approved by the Company.

## **ARTICLE XXI**

### **ELECTRONIC DATA PROCESSING**

The Company agrees that if and when a decision is reached by the management of the Company to install electronic data processing equipment, the Brotherhood will be informed of the decision. Any changes that affect members of the Brotherhood shall be negotiated.

## **ARTICLE XXII**

### **GRIEVANCES**

1. Should the Brotherhood claim that a dispute or difference has arisen between the Company and the Brotherhood as to the meaning, application or operation of any provision of this

agreement, such dispute or difference shall be presented within thirty (30) working days and settled in the following manner, and there shall be no quitting or suspension of work during or on account of such dispute or difference:

### **Step 1**

(a) Between the appropriate shop steward and/or Brotherhood representative and supervisor. If they fail to reach an agreement within three (3) working days, the aggrieved employee or the employee's steward and/or Brotherhood representative shall furnish a written statement of the grievance at that time to such supervisor on a form provided by the Company. Upon receipt, the supervisor will sign and date the grievance record. The supervisor shall affix the answer within five (5) working days and return same to the appropriate union official and Industrial/Labor Relations Department or it will allow for automatic referral to Step 2 as outlined in Paragraph (b) below;

### **Step 2**

(b) If resolution is not reached, Local Union 97, IBEW may request in writing that this matter be heard at Step 2 within thirty (30) working days, from date of request, between a member or members of the Grievance Committee designated by the Brotherhood and the Manager Industrial/Labor Relations or designate who will decide the matter and affix an answer within ten (10) working days or the dispute will automatically be referred to the Local Union 97, IBEW for approval to Step 3 as outlined in Paragraph (c) below;

### **Step 3**

(c) If resolution is not reached, Local Union 97, IBEW may request in writing that this matter be heard at Step 3 within ninety (90) working days, from date of request, between a three (3) member committee of the Local Union 97, IBEW and a three (3) member committee of the Company, who will decide the matter and affix an answer. The decision of this committee shall be final and binding upon the parties.

(d) In the event that a decision is not reached in the manner hereinabove set forth, Local Union 97, IBEW shall give notice of its intent to refer the dispute to arbitration within sixty (60) working days as outlined in Step 4;

#### Step 4

(e) Each party will appoint one arbitrator; the parties will then select the third arbitrator. If the parties cannot agree upon the third arbitrator within five (5) working days, both parties shall thereupon apply as agreed upon to the Federal Mediation and Conciliation Service or the American Arbitration Association for a list of persons able and willing to serve as the third arbitrator. From this list the third and impartial arbitrator shall be selected by process of elimination.

Within ninety (90) days after the appointment of the third arbitrator, the Arbitration Board shall meet and render a decision.

(f) In lieu of the procedure set forth in Paragraph 1 (e) above, the parties, by mutual agreement, may elect expedited arbitration.

Within sixty (60) days after the appointment of the arbitrator, the arbitration hearing shall be held and a decision rendered.

(g) Any grievance may be settled prior to an arbitration decision between Local Union 97, IBEW and the Vice President-Employee Relations.

(h) It is understood that the arbitration decision shall be final and binding upon both parties.

2. Monetary benefits accruing to employees as a result of the settlement of a grievance shall be payable during the period in which the grievance is processed up to a maximum time period of nine (9) months for any grievance settled short of arbitration and up to a maximum of eighteen (18) months for any grievance settled in or by arbitration, and such time periods shall be effective as of the date of occurrence as shown on such grievance that was presented to the Company in writing.

3. Any of the time intervals provided for in this Article XXII may be changed by mutual consent in writing between the applicable Manager- Industrial/Labor Relations and the President/Business Manager of Local Union 97, IBEW or designee.

4. In connection with any arbitration proceedings under the provisions of the agreement, it is agreed that all expenses to be incurred shall be mutually agreed upon and shall be borne equally by the two parties.

5. If an employee represented by the Brotherhood hereunder is discharged from employment on or after the date hereof and believes that they have been unjustly dealt with, such discharge shall constitute a dispute or difference for determination under the method of adjusting grievances provided for in this Article XXII and such dispute shall be first taken up within three (3) working days in the manner provided in steps 2 and 3 of paragraph 1 of this Article XXII; and if it is thereupon determined that such discharge was wrongful and without just cause, the Company shall reinstate the employee and pay full compensation at the basic rate for all time lost or as may be appropriate under Paragraph 2 of this Article.

6. The procedure set forth in this Article XXII shall not be used to abrogate or change any part of this agreement.

7. The Company will submit to Local Union 97, IBEW a monthly summary of all first step grievances filed by the Local Union 97, IBEW, showing for each grievance the grievance number, subject, grievant, date heard, Company Supervisor who heard the grievance, and disposition of each such grievance.

### **ARTICLE XXIII**

#### **JOB CLASSIFICATION REVIEW**

1. (a) Any time during the term of this agreement, the President/Business Manager of the Local Union 97, IBEW or designee or the Vice President-Employee Relations may notify the other party of need to review any new job or any job in regard to which there is a claim of a material job content change.

(b) Upon such notification, each will appoint an appropriate committee to meet within an agreed-upon time, to review the facts related thereto, and to report their recommendations to their Negotiating Committee within an agreed-upon time.

(c) Thereupon, the President/Business Manager of Local Union 97, IBEW or designee and the Vice President-Employee Relations will make arrangements for a joint meeting to negotiate any and all issues that may be involved.

2. Nothing contained in this Article XXIII shall be deemed in any way to restrict the rights of the parties under Article XXII in its entirety.



## **ARTICLE XXIV**

### **NON-DISCRIMINATION**

The Company and the Brotherhood agree to continue to comply with applicable statutory provisions and government regulations regarding discrimination because of race, color, disability, religion, age, sex, national origin, disabled veterans and Vietnam Era Veterans, etc.

## **ARTICLE XXV**

### **SEVERABILITY**

If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this agreement, it shall not affect the validity of the rest of this agreement, which shall remain in full force according to its terms in the same manner with the same effect as if such invalid portion had not originally been included herein.

## **ARTICLE XXVI**

### **JOB FLEXIBILITY**

#### **A. Preamble**

This agreement between the Brotherhood and the Company regarding the implementation of job flexibility is a commitment of both parties to address the future uncertainties and competitive changes in our utility industry.

Job flexibility is a joint effort to reduce costs, improve customer service, provide job security, and offer opportunities to learn additional job skills while allowing for increased efficiency through job flexibility as outlined herein under the conditions set forth in this article.

Both parties agree and recognize that safety and training are paramount to the successful implementation of work force job flexibility. Employees will be able to be assigned job tasks of equal, lower rated, or higher rated job classifications commensurate with their skills, training and knowledge of the jobs to be assigned under the provisions of this article.

## **B. Definitions**

### **1. Job Flexibility**

The ability to perform tasks of other job specifications either as part of an employee's performance of day-to-day job duties, or as part of a job assignment associated with a specific project, mixed crew and/or as workload demands.

### **2. Day-to-Day Job Flexibility**

The performance of job tasks of other job specifications performed in association with an employee's day-to-day job duties and tasks.

### **3. Project Job Flexibility**

The performance of job tasks of other job specifications performed while assigned responsibilities in another department.

### **4. Work Crew Flexibility**

The performance of job tasks using employees of varied job specifications as part of a mixed crew.

### **5. Job Family**

A grouping of job specifications generally recognized to possess a common community of job related tasks and responsibilities.

### **6. Work Crew/Work Group**

Where the term "work crew" is used it is interchangeable with the term "work group." Additionally, where the term "chief" is used it is interchangeable with the term "lead person."

### **7. Mutual Agreement**

Where the term "by mutual agreement" is used it means "agreement between the President/Business Manager of Local Union 97, IBEW or designee and the Company".

## C. Understandings:

### 1. Attrition

(a) The Company will not use Job Flexibility as a method to abolish occupied, full-time regular positions. The Company does, however, intend to seek opportunities to accomplish workforce reductions through attrition whenever possible.

(b) When vacancies arise, the Company will notify Local Union 97, IBEW as to whether the position will be filled or abolished in accordance with the appropriate appendix. The Company may, with mutual agreement, leave vacancies unfilled for extended periods.

(c) If a layoff becomes necessary, Job Flexibility stops in the department/location where the abolishments occur. The union and management will meet to mutually agree whether Job Flexibility can be restarted. In the event an occupied, full-time regular position is abolished, employees will not flex into or out of the affected department at the specific work location involved unless the position is recreated and filled, or by mutual agreement. Likewise, full Job Flexibility will continue unaffected in other departments at the work location involved.

(d) It is not intended that Job Flexibility be used to backfill for abolished occupied, regular full-time positions. In the event employees are reassigned from other work locations for the purpose of performing the work of the abolished position, job flexibility in or out of the department/location providing the replacement personnel will be suspended until mutually agreed to restart.

(e) Where the following events occur, resulting in the abolishment of occupied, regular full-time positions, Job Flexibility will continue unaffected and the facts and circumstances will be reviewed in detail with Local Union 97, IBEW in advance of any job abolishments. Local Union 97, IBEW reserves its rights under the labor agreement should it determine the facts and circumstances were misrepresented.

- 1) Municipalization, opposed by the Company, of any Company franchise territory, plants or facilities.
- 2) Governmental action or take over, opposed by the Company, which removes functions or services.
- 3) Filing under Chapter 11 or other bankruptcy proceedings by the Company, or any later incorporated business group.
- 4) Hostile takeover by a third party of the Company, plant, facility or line of business.
- 5) Closing of a Company plant or facility, or the closing or conversion of any units.
- 6) Previously announced layoffs.
- 7) Award of any arbitrator, hearing officer, or authority.

## **2. Training and Safety**

Training and or retraining will be provided to employees in advance of being assigned to perform work which they cannot otherwise perform knowledgeably and safely. Training provided in accordance with the provisions of this article will be developed with the participation and assistance of representatives of the Local Union. Likewise, representatives of Local Union 97, IBEW will participate in the implementation of training programs under this article as appropriate. The safe performance of job tasks assigned under this article is paramount to the company and union. With this mutually shared interest, the proper training of employees to perform new tasks is recognized and its importance stressed as a vital component of job flexibility.

## **3. Offer versus assignment during flexing**

(a) With safety as a priority, employees may be assigned work at or below the B level of equal or lower rated job classifications within or out of their job families as outlined in table A of this article. After receiving any necessary additional training, employees may perform tasks above the B level.

(b) Work assignments made under this article for Project or Work Crew job flexibility assignments which are outside of an employee's home department will be done in the following manner:

- 1) For work at the B level or below, assignments will be offered by seniority within the affected work group. In the event the company is unable to fill manpower needs through this method, employees will be drafted in inverse order of their company seniority from within the affected group.
- 2) In the event operational needs dictate, and the work to be performed is of an unskilled nature, the company may bypass senior employees.
- 3) In the event the Company is seeking to fill a Project or Work Crew flexibility assignment involving an employee performing a full range of journey level work in the assignment, the Company will offer the assignment by seniority in the affected work group but cannot draft employees. In some situations drafting employees in inverse order of their company seniority may be permitted if the Project or Work Crew flexibility assignment involves performing only certain journey level tasks and does not require the employee to perform a full range of journey level work.

#### **4. Seniority bypass due to special skills**

In the event that the company cannot honor seniority due to special skills required and the condition persists the company will afford senior employees the necessary training upon request.

#### **5. Offer by Seniority**

The offering of Job Flexibility assignments by seniority is not applicable on day-to-day activities. This includes the incidental performance of journey level tasks of another job classification. Mixed crew and work projects can only be flexed by offering on a seniority basis first, and the company determines the work groups to be flexed.

**6. Valuable work experience to be gained**

When assignment by seniority is not applicable and work activities provide valuable work experience in other classifications the company may rotate crews upon request.

**7. Initial Implementation**

Prior to initial implementation of job flexibility, discussion with the appropriate Union Steward will occur.

**8. Legitimate Fear**

In the event an employee expresses, and proves, a legitimate fear of performing tasks assigned under the provisions of this article the company will accommodate the employee's request by either not assigning the work to the employee or by modifying the assignment. A legitimate inability to perform work assigned under this article will not be held against an employee in the performance of work within the employee's regular job classification so long as the basis for the legitimate inability does not preclude the employee from performing the essential functions of their classification.

**9. Work Crew/Project Flexibility**

The lead worker in the crew will be from the lead department.

**10. Joint Determination of Qualifications**

The qualifications of employees assigned under the job flexibility provisions will be jointly determined by the supervisor and crew chief. Should a question or dispute arise as to the qualifications of the employee, the facts and circumstances of the matter will be discussed between the appropriate Union and Management representatives prior to assigning the employee the work.

**11. Flex in - Flex out**

The Company will not use the provisions of this article to assign employees out of their home department while backfilling with employees assigned under Job Flexibility from another department, although it may occur on

a day-to-day activity basis. Likewise, the Company will *not assign employees out of a department if using contractors in the same job classification, work group or department, unless otherwise mutually agreed to.*

**12. Contractor impact**

One of the objectives of job flexibility is to assist the Company in the reduction or elimination of the use of contractors.

**13. Progression Series**

Employees in a bid job or progression series will not have their time adversely affected if assigned tasks outside their job series. Calculation of employees' time in grade will include time worked outside their bid job or progression series for the purposes of calculating increases in pay. Employees under these conditions returning to their normal job series will be required to complete the necessary training and/or demonstrate the required abilities prior to being assigned full duties of the next level.

**14. Upgrade prior to flexing**

Upgrading will be used in the home department where *applicable prior to the use of job flexibility.* This will include jobs in the progression series.

**15. Upgrading**

Employees performing tasks of a higher rated job classification under job flexibility outside of their job series, *will be upgraded to the appropriate rate on an hour for hour basis up to four (4) hours, after which Article XI, paragraph 5 applies.* Except for the last six (6) months of each progression step, employees in a progression series will be upgraded in accordance with Article XI, paragraph 5, when performing work of a higher level in their series.

**16. Promotion/Demotion**

Job experience gained through the performance of tasks assigned under job flexibility will be recognized, considered and applied in determining an employee's qualifications, skills and experience for the awarding of

positions under the post and bid procedures and demotion procedures of the labor agreement. In the event an employee's experience gained reflects a major portion of that classifications work the experience gained will be counted in determining the level at which the job is awarded.

**17. Overtime**

In situations involving the assignment of employees under the provisions of job flexibility, employees in the affected job classification of the home department will have first opportunity for overtime. Issues involving unexpected overtime occurring at the end of the workday will be reviewed and resolved locally.

**18. Call Outs**

Call Out practices are not affected by job flexibility.

**19. Higher level and Chief's Jobs**

The Company does not intend to specifically target higher level jobs or Chief's jobs for elimination.

**20. Qualifying Crews**

Employees flexing under this article will not fully qualify a crew. On a task-by-task basis in instances where an employee is flexing into a department, and is trained and qualified, the employee may qualify the crew to perform that task.

**21. Departmental Core Work**

Employees will typically perform the core work associated with their job specification. Likewise, it is understood that job flexibility will routinely allow for work outside the employee's normal job but not to the extent that an employee no longer performs their traditional work.

**22. Post & Bid vs. Job Flex**

The Company will review in advance with the appropriate union representatives, the alternative of posting positions in situations where assignments under the provisions of job flexibility may last longer than two (2) months.



**23. Work schedules**

Job flexibility will not affect work schedules or an employee's day, shift or scheduled worker status. Likewise, job flexibility does not restrict the Company's ability to change work schedules.

**24. Normal Jurisdiction**

Job flexibility does not change jurisdictional boundaries nor do jurisdictional boundaries restrict job flexibility.

**25. Tree Agreement**

It is understood that the Tree Trimming Memorandum of Agreement dated May 6, 1999 remains in effect and all provisions continue to apply to covered employees. However, this article provides for day-to-day job flexibility and project flexibility into the Forestry Department. Flexing from the Forestry Department out into other departments requires a mutual agreement. In the event the above mentioned memorandum of agreement expires and is not renewed, all provisions of this article will apply to employees in the Forestry Department.

**26. Work Practices when flexing**

Employees involved in job flexibility will accept the work practices of the lead department when working with same.

**27. Contractual Impact**

Only those contract articles, memorandums of agreement, and work practices impacted by this article will be affected and all articles, memorandums of agreement and work practices unaffected will remain unchanged by this article.

**28. Emergency Storm Restoration**

Emergency storm restoration practices are unaffected by job flexibility.

**29. Random Drug and Alcohol Testing**

Testing will be in accordance with governmental mandates.

### **30. Testing Issues**

Testing not required by governmental mandate is not applicable to job flexibility.

### **31. Janitors and Meter Readers**

Employees in higher rated pay groups will not flex into Janitor and Meter Reader job classifications in any situation without mutual agreement.

### **32. Addition and Deletion of Job Titles**

The provisions of this article apply to and cover only the job titles listed in the attached tables. Any additions or deletions to table A will be reviewed by the Vice President of Employee Relations and the President/Business Manager of Local Union 97, IBEW or designee and mutually agreed to prior to being added or deleted.

### **33. P&M and T.O.C. Flexibility**

Job flexibility between T.O.C. and P&M may occur on a day-to-day activity basis. Project flexibility and mixed crew or work group flexibility will be by mutual agreement.

### **34. Employee Evaluations**

The technical skills assessment of job performance evaluations are intended to be based upon the competency and performance of employees while undertaking the tasks of their regular job and not new tasks assigned under the provisions of this article.

### **35. On-Site Reporting**

The assignment of personnel for on-site reporting will be conducted in accordance with the On-Site Reporting agreement. Job flexibility provisions will then apply.

### **36. Inclement Weather**

Employees currently covered by the inclement weather provisions of this agreement who are flexed into another department will follow the inclement weather practices of that department so long as the employees being assigned are working with a member of the host department. If the employees being assigned are work-

ing alone, with no member of the host department, the employees will continue to follow the inclement weather practices of their home department when exposed to the weather conditions.

Employees currently covered by the inclement weather provisions of this agreement may be reassigned to other work in accordance with this article on the third day of any inclement period, provided at least 24 hours advance notice has been given. Employees may be reassigned on the second day of an inclement period so long as house-keeping, tool repair, vehicle preparation and required training has been completed and with the concurrence of the Crew Chief. Such work assignments will be indoors or which will not expose the employees to inclement weather. Once such assignments are made, employees will not be involuntarily reassigned for the remainder of the work assignment unless emergency conditions arise.

# TABLE A

## Job Family 1 (Mechanical)

Mechanic  
Maintenance Mech.  
Mech. Evaluator  
Garage Mechanic  
Gas Mechanic  
Utility Mechanic  
Janitor  
Tree Trimmer  
Meter Reader  
Storekeeper  
Equipment Operator  
Laborer  
Gas Line Inspector  
Stationary Engineer  
Stock Handler  
Building Custodian  
Recycling Equipment Operator

## Job Family 2 (Electrical)

Line Mechanic  
Electrician  
Trouble Mechanic  
Maintenance Mech.  
Maintenance Evaluator  
Technician - Substation  
Traveling Operator  
Relief Operator  
Distribution Inspector  
Cable Splicer  
Regional Operator  
Street Light ~~Service~~ Mech. A & B

## Job Family 3 (Technical)

Service Representative  
Field Tester  
Relay Tester  
Communications Tester  
Service Dispatcher

## Job Family 4 (Administrative)

Steno Clerk  
Operations Clerk  
Consumer Clerk  
Fuel Clerk  
Warehouse Clerk  
Steno  
Service Order Clerk  
Senior Payroll Clerk  
Misc. Acct. Receivable Clerk  
Mail Clerk  
EDP Equipment Operator  
Transportation Clerk  
Stores Accounting Clerk  
File Clerk  
Invoice File Clerk

Typist  
Service Clerk  
Engineering Clerk  
Plant Operating Clerk  
Typist Clerk  
Head Telephone Oper. - PBX  
Payroll Clerk  
Accounts Payable Clerk  
Treasury Clerk  
EDP Console Operator  
Switchboard Operator  
Job Order Billing Clerk  
Bookkeeping Machine Oper.  
Report Cost Analysis Clerk

Report Clerk B  
Detail Ledger Clerk  
Unit Card Clerk  
Divisional Accountant  
Classification Clerk  
Senior Classification Clerk  
Statistical Clerk - Corporate  
Accounting & Report Clerk  
Key Punch Operator  
Senior Key Punch Clerk  
Payroll File Clerk  
Payroll Control Clerk

**Family 5a (Design)**  
 Designer  
 Drafting Technician  
 Plant Inventory Recorder

**Job Family 5b (Customer Service)**  
 Planner  
 Right-of-Way  
 Consumer Representative  
 Energy Conservation Representative  
 Outside Investigator  
 Senior Customer Representative  
 Collection Representative  
 Customer Representative  
 Collections Services Associate  
 Senior Distribution Office Clerk

**Job Family 6 (Nuclear)**  
 Mechanic (Nuclear)  
 Electrician (Nuclear)  
 Nuclear Locksmith  
 Maintenance Evaluator  
 Laborer  
 Utility Mechanic  
 Relief Operator  
 Shift Control Operator  
 Technician - Computer  
 Bldg. Maintenance Mech.

Technician -Rad.Protection  
 Chief Shift Operator  
 Nuclear Auxiliary Operator  
 Reactor Analyst  
 Janitor  
 Radwaste Operator  
 Stockhandler  
 Nuclear Firefighter  
 Tool Custodian  
 Relay Tester  
 Technician I&C, Chemistry  
 Generation Storekeeper

Footnote:

All job classifications include all related job titles including Chief titles if applicable.

## **ARTICLE XXVII**

### **COMPETITIVE OPPORTUNITIES**

The terms and conditions of the Labor Agreement will apply to work currently performed for regulated customers within the franchise territory. When new work is identified within the franchise territory, Local Union 97, IBEW will be afforded, on a preferential basis, the first opportunity to develop a proposal which will meet customers' requirements in a competitive manner. If an agreement cannot be reached, other options, including contractors, may be used. When work is developed for customers outside the franchise territory, Local Union 97, IBEW may be asked to submit a proposal.

## **ARTICLE XXVIII**

### **WORK PRACTICES**

#### **1. Four 10-Hour Days:**

The implementation of ten (10) hour work day schedules for all employees in compliance with the definition of day (Monday through Friday) and scheduled (Monday through Saturday) workers in Article VI of the Labor Agreement including Notes 1, 2, 3, 4 and 5 and the day workers included in Note 6 of Schedule A is as follows:

(a) Work schedules will be implemented using four consecutive, ten (10) hour work days where there is a practical application. For example, where five day coverage (internal support or customer service) is critical, a sufficient number of employees and supervisors at a location or in a department must be present in order for it to be practical to implement four 10-hour days. For example, a one crew line facility is not practical; a two crew facility may or may not be, depending on location and size of crews. Management shall determine the economic and practical applications of four - tens, and will strive to do so in a fair and equitable manner. All work hours will be paid at the employee's straight time base hourly rate.

#### **(b) Field Personnel**

Four tens need not be offered to every crew or classification in a work group, however, four tens will be assigned by seniority of the chief. Where four tens are applied to field crews, this work schedule will be used during the construction season

(May 15 - Oct. 15) unless modified by mutual agreement. If the company terminates the four ten-hour schedule and returns to five eight-hour schedule, a mutual agreement with the union is required to reinstate a four ten-hour schedule during that construction season.

**(c) All Other Non-Field Personnel**

Four ten hour schedules may be assigned to any number of employees within a work group by seniority. If the company terminates the four ten-hour schedule and returns to a five eight-hour schedule within a calendar year, a mutual agreement with the union is required to reinstate a four ten-hour schedule during the calendar year.

**(d)** Any time worked in excess of ten (10) hours per day will be paid at the rate of time and one half the employee's base hourly rate. For example, the eleventh through sixteenth hours will be at time and one-half. Hours beyond sixteen will be paid at double time.

**(e)** Employees working ten (10) hour schedules will be ineligible for overtime meals or meal stipends. Employees working in excess of ten (10) hours will be eligible for overtime meal stipends.

**(f)** During work weeks which include a company holiday, the company will reschedule affected employees to five, eight (8) hour days for that work week.

**(g)** Employees working a ten (10) hour day will have their vacation leave converted to their hour equivalent and will be available to use on that basis. When using vacation leave, the employee will be charged ten (10) hours of vacation leave for each vacation day taken.

**(h)** Employees on disability leave will be paid ten (10) hours of pay for each work day absent. Absences in excess of 40 hours will convert to the second week of absence in accordance with the labor agreement.

**(i)** Floating holiday benefits will be converted to their hour equivalent and will be available to employees to be used on that basis. Employees working a ten (10) hour day and who take a floating holiday will be charged ten (10) hours for the day.

(j) Consistent with the labor agreement, Sunday will be considered the second day of rest. All other scheduled off days will be considered to be the employee's first day of rest.

(k) Lunch periods for field workers will be paid twenty minute periods (brown bag concepts) and will be included in the ten hour day. Lunch periods for clerical workers will be an unpaid thirty minutes unless modified by local mutual agreement.

(l) Starting time for day workers will be in accordance with the labor agreement.

## **2. Inclement Weather Guidelines:**

During periods of inclement weather: (1) workers will reduce the number of inclement weather days by performing work that is generally accepted to be suitable for construction work; (2) management will assess the needs of its workforce for training and safety program compliance and have the training material ready in advance; and (3) workers will continue to perform tasks such as housekeeping, tool repair, and vehicle preparation. Definitions will be used which the crew chief can interpret at the job site to determine if the weather is unsuitable for normal work.

Local management and Union representatives will jointly review the current skills of the workforce needed to safely perform its normal work function as well as those additional duties specified by the job flexibility memorandum pertaining to each work group. Those reviews will be translated into prioritized lists of topics to be presented when the weather is unsuitable for normal work. Materials, meeting facilities, and personnel will be made available to present information addressing the topics identified by the assessment.

Any of three conditions will determine that an inclement weather condition exists:

(a) The temperature is less than 0 degrees Fahrenheit.

(b) Snow is falling at a rate greater than that defined by the Weather Bureau as "light". "Light" snowfall is defined as a condition with visibility being greater than 1100 yards. As a guideline to determine the visibility in the vicinity of a job site, the crew chief shall select an object such as a road sign or building near the road and drive 0.7 miles. If the selected object is visible when



standing outside the vehicle, the weather is deemed suitable for normal work.

(c) Rain is falling at a rate greater than that defined by the Weather Bureau as "light". "Light" is defined as taking more than two minutes to cause pavement or any other similarly dry surface to become completely wet. As a guideline to determine whether rainfall is too heavy to perform normal work, the crew chief shall place a dry board at least twelve inches on a side on a fairly level surface. If it takes more than two minutes for the board to become completely wet, the weather is deemed suitable for normal work.

The crew chief is solely responsible for applying the above criteria. The Company will not subject a crew chief to any disciplinary action as a result of those interpretations. Any concerns with the use of these criteria which are not resolved locally should be referred to the leadership of Local Union 97, IBEW and management representatives.

### **3. On-Site Reporting (Field Personnel):**

The On-Site Reporting Project Planning Worksheet will be utilized to define the project, scope, crew size, crew augmentation, start and end date and economic justification.

For designated capital and/or maintenance projects three (3) days or longer with a maximum of six weeks unless otherwise mutually agreed to, workers will report to the Niagara Mohawk project site. Job continuity may require a two (2) week extension of the above limitation without mutual agreement. Employees will be ready to start work at the beginning of the period for which the employees will be paid. Sanitary and drinking water facilities will be readily available at locations previously arranged by the Company (e.g., restaurants, fire departments, portable facilities).

A project is defined as an activity or set of continuous activities defined by a common work scope with an identified start and end date.

The intent of on-site reporting is for full crews, as they normally operate, however, if other job classifications are required to on-site to augment these crews, they will be dedicated to the project.

Mileage payments will be made according to Internal Revenue Service announcements for distances determined by the road miles from the normal work headquarters, or home whichever is less, to the project site. Total miles driven (both ways) will be paid.

If the distance from the normal work headquarters to the job site is greater than 45 road miles, either the cost of a single room or daily mileage will be paid. Any additional fees or tolls incurred will be reimbursed by the company.

These employees will be returned to the call-out list of their normal work headquarters on weekends, holidays or when assigned to a project that does not include prearranged overtime. For on-site in excess of twenty-five miles, employees will have the option of using a company vehicle, if available.

#### **4. Lunch Breaks (Field Personnel):**

During the construction season, the lunch period will be taken as a twenty (20) minute paid lunch period (brown bag concept) between the hour of 12 noon to 1:00 p.m. at the job site and will be included in the ten (10) hour or eight (8) hour days. Starting time for day workers will be in accordance with the labor agreement.

#### **5. Coffee Break (Field Personnel):**

There will be one fifteen-minute break taken on the job site mid-morning. On a local basis, by mutual agreement, this practice can be modified (e.g. report to work 15 minutes later or take break at headquarters during first 15 minutes).

However, if any employee or crew is sent out to work before or during their break, they will be entitled to a fifteen minute break on the road.

A mid-afternoon fifteen-minute coffee break will also be taken at the job site when employees are scheduled to work four ten-hour days.

#### **6. End of Day Wash-Up Time (Field Personnel):**

Wash up time at the end of the day will be on the employee's own time. This is applicable all year round.

#### **7. Construction Season:**

The construction season will generally run from May 15 -

October 15. Modifications may occur after discussions with the President/Business Manager of Local Union 97, IBEW or designee regarding safety concerns involving traveling to the job site in the winter months and the necessity of performing specific jobs in the winter months. Such modifications would require mutual agreement.

**8. Seasonal Employees:**

Up to 25 Collection Representatives A & B will be utilized as seasonal workers with the understanding that other current seasonal positions will be eliminated by December 31, 2001. After December 31, 2001, the use of seasonal workers in other classifications will require mutual agreement.

## ARTICLE XXIX

### TERM OF AGREEMENT

This agreement shall take effect as of June 1, 2001 and on that day shall supersede all previous agreements between the Company and Local Union 97, IBEW, and shall remain in full force and effect until September 30, 2004 and shall automatically renew itself from year to year thereafter unless either party notifies the other in writing, at least sixty (60) days prior to the expiration date, of a desire to amend or terminate the same.

IN WITNESS WHEREOF the Company has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed; and Local Union 97, IBEW, having taken all action required to be taken to make this agreement effective, including provision for its approval by the International Office of the International Brotherhood of Electrical Workers, have caused this instrument to be executed, by their officers duly authorized to act, for themselves and on behalf of the members in the bargaining unit and the employees represented by them.

**NIAGARA MOHAWK  
POWER CORPORATION**

*David J. Arrington*

---

By David J. Arrington  
Senior Vice President &  
Chief Administrative Officer - Human Resources

*David J. Walsh*

---

By David J. Walsh  
Vice President - Employee Relations

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL UNION 97**

*Thomas J. Primero, Jr.*

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By Thomas J. Primero, Jr.  
President/Business Manager/Financial Secretary

*Frank M. Angeleri*

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By Frank M. Angeleri  
Recording Secretary

**APPROVED:**

International Office I.B.E.W.

Edwin D. Hill

President

Date: February 8, 2002

**WAGE SCHEDULE - A**  
**EFFECTIVE JUNE 1, 2001**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$31.570	\$1,262.80	\$32.970	\$1,318.80
Ch L Mech. A H.S.	30.465	1,218.60	31.795	1,271.80
23	30.270	1,210.80	31.570	1,262.80
22	28.945	1,157.80	30.270	1,210.80
Line Mech. H.S.	28.000	1,120.00	29.045	1,161.80
21	27.600	1,104.00	28.945	1,157.80
20	26.560	1,062.40	27.600	1,104.00
19	25.330	1,013.20	26.560	1,062.40
18	24.270	970.80	25.330	1,013.20
17	23.170	926.80	24.270	970.80
16	22.155	886.20	23.170	926.80
15	21.325	853.00	22.155	886.20
14	20.425	817.00	21.325	853.00
13	19.515	780.60	20.425	817.00
12	18.760	750.40	19.515	780.60
11	18.090	723.60	18.760	750.40
10	17.370	694.80	18.090	723.60
9	16.670	666.80	17.370	694.80
8	16.085	643.40	16.670	666.80
7	15.380	615.20	16.085	643.40
6	14.790	591.60	15.380	615.20
5	14.095	563.80	14.790	591.60
4	13.610	544.40	14.095	563.80
3	13.000	520.00	13.610	544.40
2	12.600	504.00	13.000	520.00
1	12.195	487.80	12.600	504.00

**WAGE SCHEDULE - B**  
**EFFECTIVE JUNE 1, 2001**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**  
**ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982**

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$30.570	\$1,222.80	\$31.970	\$1,278.80
Ch L Mech. A H.S.	29.465	1,178.60	30.795	1,231.80
23	29.270	1,170.80	30.570	1,222.80
22	27.945	1,117.80	29.270	1,170.80
Line Mech. H.S.	27.000	1,080.00	28.045	1,121.80
21	26.600	1,064.00	27.945	1,117.80
20	25.560	1,022.40	26.600	1,064.00
19	24.330	973.20	25.560	1,022.40
18	23.270	930.80	24.330	973.20
17	22.170	886.80	23.270	930.80
16	21.155	846.20	22.170	886.80
15	20.325	813.00	21.155	846.20
14	19.425	777.00	20.325	813.00
13	18.515	740.60	19.425	777.00
12	17.760	710.40	18.515	740.60
11	17.090	683.60	17.760	710.40
10	16.370	654.80	17.090	683.60
9	15.670	626.80	16.370	654.80
8	15.085	603.40	15.670	626.80
7	14.380	575.20	15.085	603.40
6	13.790	551.60	14.380	575.20
5	13.095	523.80	13.790	551.60
4	12.610	504.40	13.095	523.80
3	12.000	480.00	12.610	504.40
2	11.600	464.00	12.000	480.00
1	11.195	447.80	11.600	464.00

This Wage Schedule B is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule A.

**WAGE SCHEDULE - C**  
**EFFECTIVE JUNE 1, 2001**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**  
**STUDENT PAY RATES - SUMMER EMPLOYMENT**

<b>Pay Group</b>	<b>Hourly</b>	<b>Weekly</b>
10	\$13.915	\$556.60
9	13.320	532.80
8	12.825	513.00
7	12.225	489.00
6	11.725	469.00
5	11.135	445.40
4	10.720	428.80
3	10.200	408.00
2	9.860	394.40
1	9.520	380.80



**WAGE SCHEDULE - D**  
**EFFECTIVE JUNE 1, 2002**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$32.600	\$1,304.00	\$34.045	\$1,361.80
Ch L Mech. A H.S.	31.460	1,258.40	32.830	1,313.20
23	31.255	1,250.20	32.600	1,304.00
22	29.890	1,195.60	31.255	1,250.20
Line Mech. H.S.	28.910	1,156.40	29.990	1,199.60
21	28.500	1,140.00	29.890	1,195.60
20	27.425	1,097.00	28.500	1,140.00
19	26.155	1,046.20	27.425	1,097.00
18	25.060	1,002.40	26.155	1,046.20
17	23.925	957.00	25.060	1,002.40
16	22.880	915.20	23.925	957.00
15	22.020	880.80	22.880	915.20
14	21.090	843.60	22.020	880.80
13	20.150	806.00	21.090	843.60
12	19.370	774.80	20.150	806.00
11	18.680	747.20	19.370	774.80
10	17.935	717.40	18.680	747.20
9	17.215	688.60	17.935	717.40
8	16.610	664.40	17.215	688.60
7	15.880	635.20	16.610	664.40
6	15.275	611.00	15.880	635.20
5	14.555	582.20	15.275	611.00
4	14.055	562.20	14.555	582.20
3	13.425	537.00	14.055	562.20
2	13.010	520.40	13.425	537.00
1	12.595	503.80	13.010	520.40

**WAGE SCHEDULE - E**  
**EFFECTIVE JUNE 1, 2002**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**  
**ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982**

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$31.600	\$1,264.00	\$33.045	\$1,321.80
Ch L Mech. A H.S.	30.460	1,218.40	31.830	1,273.20
23	30.255	1,210.20	31.600	1,264.00
22	28.890	1,155.60	30.255	1,210.20
Line Mech. H.S.	27.910	1,116.40	28.990	1,159.60
21	27.500	1,100.00	28.890	1,155.60
20	26.425	1,057.00	27.500	1,100.00
19	25.155	1,006.20	26.425	1,057.00
18	24.060	962.40	25.155	1,006.20
17	22.925	917.00	24.060	962.40
16	21.880	875.20	22.925	917.00
15	21.020	840.80	21.880	875.20
14	20.090	803.60	21.020	840.80
13	19.150	766.00	20.090	803.60
12	18.370	734.80	19.150	766.00
11	17.680	707.20	18.370	734.80
10	16.935	677.40	17.680	707.20
9	16.215	648.60	16.935	677.40
8	15.610	624.40	16.215	648.60
7	14.880	595.20	15.610	624.40
6	14.275	571.00	14.880	595.20
5	13.555	542.20	14.275	571.00
4	13.055	522.20	13.555	542.20
3	12.425	497.00	13.055	522.20
2	12.010	480.40	12.425	497.00
1	11.595	463.80	12.010	480.40

This Wage Schedule E is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule D.

**WAGE SCHEDULE - F**  
**EFFECTIVE JUNE 1, 2002**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**  
**STUDENT PAY RATES - SUMMER EMPLOYMENT**

<b>Pay Group</b>	<b>Hourly</b>	<b>Weekly</b>
10	\$14.395	\$575.80
9	13.785	551.40
8	13.270	530.80
7	12.650	506.00
6	12.135	485.40
5	11.525	461.00
4	11.100	444.00
3	10.565	422.60
2	10.210	408.40
1	9.860	394.40

**WAGE SCHEDULE - G**  
**EFFECTIVE JUNE 1, 2003**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$33.825	\$1,353.00	\$35.325	\$1,413.00
Ch L Mech. A H.S.	32.640	1,305.60	34.065	1,362.60
23	32.430	1,297.20	33.825	1,353.00
22	31.015	1,240.60	32.430	1,297.20
Line Mech. H.S.	29.995	1,199.80	31.115	1,244.60
21	29.570	1,182.80	31.015	1,240.60
20	28.455	1,138.20	29.570	1,182.80
19	27.140	1,085.60	28.455	1,138.20
18	26.000	1,040.00	27.140	1,085.60
17	24.825	993.00	26.000	1,040.00
16	23.740	949.60	24.825	993.00
15	22.850	914.00	23.740	949.60
14	21.885	875.40	22.850	914.00
13	20.910	836.40	21.885	875.40
12	20.100	804.00	20.910	836.40
11	19.385	775.40	20.100	804.00
10	18.610	744.40	19.385	775.40
9	17.865	714.60	18.610	744.40
8	17.235	689.40	17.865	714.60
7	16.480	659.20	17.235	689.40
6	15.850	634.00	16.480	659.20
5	15.105	604.20	15.850	634.00
4	14.585	583.40	15.105	604.20
3	13.930	557.20	14.585	583.40
2	13.500	540.00	13.930	557.20
1	13.070	522.80	13.500	540.00

**WAGE SCHEDULE - H**  
**EFFECTIVE JUNE 1, 2003**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**  
**ALL EMPLOYEES HIRED ON OR AFTER JUNE 1, 1982**

Pay Group	First Step		Second Step	
	Hourly	Weekly	Hourly	Weekly
24	\$32.825	\$1,313.00	\$34.325	\$1,373.00
Ch L Mech. A H.S.	31.640	1,265.60	33.065	1,322.60
23	31.430	1,257.20	32.825	1,313.00
22	30.015	1,200.60	31.430	1,257.20
Line Mech. H.S.	28.995	1,159.80	30.115	1,204.60
21	28.570	1,142.80	30.015	1,200.60
20	27.455	1,098.20	28.570	1,142.80
19	26.140	1,045.60	27.455	1,098.20
18	25.000	1,000.00	26.140	1,045.60
17	23.825	953.00	25.000	1,000.00
16	22.740	909.60	23.825	953.00
15	21.850	874.00	22.740	909.60
14	20.885	835.40	21.850	874.00
13	19.910	796.40	20.885	835.40
12	19.100	764.00	19.910	796.40
11	18.385	735.40	19.100	764.00
10	17.610	704.40	18.385	735.40
9	16.865	674.60	17.610	704.40
8	16.235	649.40	16.865	674.60
7	15.480	619.20	16.235	649.40
6	14.850	594.00	15.480	619.20
5	14.105	564.20	14.850	594.00
4	13.585	543.40	14.105	564.20
3	12.930	517.20	13.585	543.40
2	12.500	500.00	12.930	517.20
1	12.070	482.80	12.500	500.00

This Wage Schedule H is applicable to all employees hired on or after June 1, 1982 and will remain in effect until such employee completes one (1) year of continuous service and has attained Probationary or Regular status at which time such employee will be placed in the appropriate Pay Group and Step of Wage Schedule G.

**WAGE SCHEDULE - I**  
**EFFECTIVE JUNE 1, 2003**  
**BASIC WEEKLY WAGE RATES**  
**ON 40 HOUR WORK-WEEK BASIS AND**  
**STRAIGHT TIME HOURLY EQUIVALENTS**  
**STUDENT PAY RATES - SUMMER EMPLOYMENT**

<b>Pay Group</b>	<b>Hourly</b>	<b>Weekly</b>
10	\$14.970	\$598.80
9	14.340	573.60
8	13.800	552.00
7	13.160	526.40
6	12.625	505.00
5	11.990	479.60
4	11.550	462.00
3	10.995	439.80
2	10.625	425.00
1	10.260	410.40

## SCHEDULE A INDEX OF JOB TITLES

Odd numbered jobs are in the Production and Maintenance Group. Even numbered jobs are in the Technical, Office and Clerical Group.

Job number suffixes indicate automatic progression as follows:

- S - Starting job in automatic progression series  
all Divisions
- SC - Starting job in automatic progression series  
Central Division
- SE - Starting job in automatic progression series  
Eastern Division
- SW - Starting job in automatic progression series  
Western Division
- P<sub>1</sub> - First step above starting job in automatic progression  
all Divisions
- P<sub>1</sub>C - First step above starting job in automatic progression  
Central Division
- P<sub>1</sub>E - First step above starting job in automatic progression  
Eastern Division
- P<sub>1</sub>W - First step above starting job in automatic progression  
Western Division
- P<sub>2</sub> - Second step above starting job in automatic progression  
all Divisions
- P<sub>2</sub>C - Second step above starting job in automatic progression  
Central Division
- P<sub>2</sub>E - Second step above starting job in automatic progression  
Eastern Division
- P<sub>2</sub>W - Second step above starting job in automatic progression  
Western Division
- P<sub>3</sub> - Third step above starting job in automatic progression  
all Divisions
- P<sub>3</sub>C - Third step above starting job in automatic progression  
Central Division
- P<sub>3</sub>E - Third step above starting job in automatic progression  
Eastern Division
- P<sub>3</sub>W - Third step above starting job in automatic progression  
Western Division
- P<sub>4</sub> - Fourth step above starting job in automatic progression  
all divisions

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
5392	Accounting & Report Clerk A	16	x	-	-
5402	Accounting & Report Clerk B	18	x	-	-
5272S	Accounts Payable Clerk A	11	x	-	-
5282P <sub>1</sub>	Accounts Payable Clerk B	14	x	-	-
5292P <sub>2</sub>	Accounts Payable Clerk C	17	x	-	-
5844S	Application Developer A	14	-	-	x
5854P <sub>1</sub>	Application Developer B	17	-	-	x
5864P <sub>2</sub>	Application Developer C	19	-	-	x
5874P <sub>3</sub>	Application Developer D	22	-	-	x
7351	Assistant Chief Meter Reader	16	x	-	-
0302	Assistant Line, Cable and Street Lighting Clerk	15	x	-	-
2302	Assistant Mail and Agency Remittance Clerk	7	x	-	-
1372	Assistant Material Procurement Clerk - Engineering	18	x	-	-
2672	Assistant Statistical Clerk - Corporate	11	x	-	-
0833	Assistant Switchboard Operator B	15	-	x	-
0843	Assistant Switchboard Operator C	18	-	x	-
2223	Assistant Trouble Dispatcher	20	-	x	-
8234	Audio Visual Technician	21	-	-	x
5752	Balance and Control Clerk	15	x	-	-
5724	Bill Checking Clerk	10	-	-	x
9252	Bill Insert Operator	9	x	-	-
1402	Blueprint & Photostat Operator A	8	x	-	-
1412	Blueprint & Photostat Operator B	12	x	-	-
5312	Bookkeeping Machine Operator Clerk	10	x	-	-
2402	Bookkeeping Machine Operator -Treasury	10	x	-	-
5153	Building Custodian A	17	-	-	x
0712	Building Maintenance Clerk	15	x	-	-
5143	Building Maintenance Mechanic	15	-	-	x
5133	Building Utility Mechanic	13	-	-	x



Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
5684	Burster Operator	9	-	-	x
2011P <sub>1</sub>	Cable Splicer A	13	x	-	-
2021P <sub>2</sub>	Cable Splicer B	16	x	-	-
2031	Cable Splicer C	20	x	-	-
2001S	Cable Splicer Helper	10	x	-	-
3622	Cash Proof Clerk	11	x	-	-
2322	Cashier Clerk A	12	x	-	-
2332	Cashier Clerk B	18	x	-	-
2041	Chief Cable Splicer A	22	x	-	-
3592	Chief Clerk - Collection Section	22	x	-	-
7632	Chief Clerk - Commercial Dept	20	x	-	-
9870	Chief Collections Services Associate	22	-	-	Note 4
1031	Chief District Operator A	24	x	-	-
3041	Chief Electrician A	21	x	-	-
9541	Chief Electrician A -Nuclear	21	x	-	Note 3
5591	Chief Equipment Operator A	21	x	-	-
5443	Chief Garage Mechanic A	21	-	-	x
5441	Chief Garage Mechanic A - Paint Shop	20	x	-	-
6281	Chief Gas Mechanic A	21	x	-	-
6101	Chief Gas Meter Mechanic A	23	x	-	-
9011	Chief Laborer A	16	x	-	Note 2 & 3
2181	Chief Line Mechanic A	21	x	-	-
2191	Chief Line Mechanic A-Hot Stick	**	x	-	-
2201	Chief Line Mechanic B-Hot Stick	24	x	-	-
3201	Chief Maintenance Mechanic A	21	x	-	-
3121	Chief Mechanic A	21	x	-	-
9591	Chief Mechanic A - Nuclear	21	x	-	Note 3
4271	Chief Meter Mechanic A	21	x	-	-
0443	Chief Nuclear Firefighter	19	-	x	-
9471	Chief Nuclear Locksmith	18	x	-	-
9433	Chief Nuclear Security Officer	19	-	x	-
0971	Chief Operator A	21	x	-	-

Job No.	Job Title	Pay Group	Class of Employee Day*	Shift	Scheduled
0981	Chief Operator B	22	x	-	-
9372	Chief Printing Specialist	19	x	-	-
1733	Chief Radwaste Operator	22	-	x	-
3012	Chief Receiving Teller	17	x	-	-
7251	Chief Service Dispatcher	22	x	-	-
7043	Chief Service Representative A	21	-	-	x
0313	Chief Shift Operator - Nuclear	24	-	x	-
5181	Chief Stationary Engineer	21	x	-	-
0593	Chief Steam Operator	22	-	x	-
2383	Chief Street Light Service Mechanic A	18	-	-	x
0151	Chief Technician A	23	x	-	Note 3
9133	Chief Technician - Chemistry and Radiochemistry	24	Note 5	x	-
9253	Chief Technician - Computer - Nuclear	24	x	-	Note 3
9213	Chief Technician - Instrument and Control - Nuclear	24	x	-	Note 3
9333	Chief Technician - Nuclear Security	24	x	-	Note 3
9173	Chief Technician - Radiation Protection	24	Note 6	x	-
9293	Chief Technician - Reactor Analyst	21	x	-	Note 3
4041	Chief Tester A	21	x	-	-
4101	Chief Tester and Installer	23	x	-	-
4111	Chief Tester & Installer A - Special	23	x	-	-
2101	Chief Tree Trimmer A	21	x	-	-
5122P <sub>1</sub>	Classification Clerk	19	x	-	-
5112S	Classification Clerk - T	17	x	-	-
3574S	Collection Representative A	11	-	-	Note 4
3584P <sub>1</sub>	Collection Representative B	16	-	-	Note 4
9866S	Collection Services Associate A	3	-	-	Note 4 & 8
9876P <sub>1</sub>	Collection Services Associate B	6	-	-	Note 4 & 8
9886P <sub>2</sub>	Collection Services Associate C	10	-	-	Note 4 & 8

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
9896 <u>P</u> <sub>3</sub>	Collection Services Associate D	15	-	-	Note 4 & 8
4201	Communications Tester A	20	x	-	-
4211	Communications Tester B	22	x	-	-
4221	Communications Tester C	24	x	-	-
5804 <u>S</u>	Computer Application Programmer A	11	-	-	x
5814 <u>P</u> <sub>1</sub>	Computer Application Programmer B	16	-	-	x
5824 <u>P</u> <sub>2</sub>	Computer Application Programmer C	22	-	-	x
5834	Computer Application Programmer D	24	-	-	x
1942	Construction Instrument Operator A	18	x	-	-
1952	Construction Instrument Operator B	22	x	-	-
7582	Consumer Clerk A	10	x	-	-
7592	Consumer Clerk B	15	x	-	-
7502 <u>S</u>	Consumer Representative A	14	x	-	Note 1
7512 <u>P</u> <sub>1</sub>	Consumer Representative B	17	x	-	Note 1
7522 <u>P</u> <sub>2</sub>	Consumer Representative C	21	x	-	Note 1
9012	Custodian of Records A	11	x	-	-
9022	Custodian of Records B	15	x	-	-
9032	Custodian of Records C	18	x	-	-
3444 <u>S</u>	Customer Representative A	6	-	-	x
3454 <u>P</u> <sub>1</sub>	Customer Representative B	10	-	-	x
3464	Customer Representative C	13	-	-	x
3474	Customer Representative D	18	-	-	x
3102	Customer Service Order Room Clerk	7	x	-	-
3224	Customer Service Telephone File Clerk	11	-	-	x
1702	Designer A	19	x	-	-
1712	Designer B	22	x	-	-
1722	Designer C	24	x	-	-
7742	Display Specialist A	19	x	-	-
7752	Display Specialist B	21	x	-	-
2241	Distribution Inspector A	13	x	-	-
2251	Distribution Inspector B	16	x	-	-

Job No.	Job Title	Pay Group	Class of Employee Day*	Shift	Scheduled
2261	Distribution Inspector C	19	x	-	-
0352	Distribution Office Clerk A	8	x	-	-
0362	Distribution Office Clerk B	11	x	-	-
0372	Distribution Office Clerk C	15	x	-	-
0902	Distribution Planning Department Clerk	15	x	-	-
1003	District Operator A	20	-	x	-
1013	District Operator B	22	-	x	-
1023	District Operator C	24	-	x	-
5412	Divisional Accountant	23	x	-	-
1502S	Drafting Technician A-T	10	x	-	-
1512P <sub>1</sub>	Drafting Technician B	13	x	-	-
1522	Drafting Technician C	17	x	-	-
5501	Driver A	8	x	-	-
5503	Driver B	14	-	-	x
5624S	EDP Console Operator A-T	15	-	-	x
5634P <sub>1</sub>	EDP Console Operator B	18	-	-	x
5694	EDP Control Checking Clerk	11	x	-	-
5604S	EDP Equipment Operator A-T	11	-	-	x
5614P <sub>1</sub>	EDP Equipment Operator B	14	-	-	x
5662	EDP Programmer C - Special	20	x	-	-
0912S	Electric Planner A-T	12	x	-	-
0922P <sub>1</sub>	Electric Planner B	16	x	-	-
0942	Electric Planner C	20	x	-	-
0952	Electric Planner D	24	x	-	-
3011P <sub>1</sub>	Electrician A	13	x	-	-
3021P <sub>2</sub>	Electrician B	16	x	-	-
3031	Electrician C	19	x	-	-
9511P <sub>1</sub>	Electrician A - Nuclear	13	x	-	Note 3
9521P <sub>2</sub>	Electrician B - Nuclear	16	x	-	Note 3
9531P <sub>3</sub>	Electrician C - Nuclear	19	x	-	Note 3
3001S	Electrician Helper	10	x	-	-
9501S	Electrician Helper - Nuclear	10	x	-	Note 3
7562	Energy Conservation Representative	15	x	-	Note 1
1202	Engineering Clerk A	8	x	-	-
1212	Engineering Clerk B	12	x	-	-
1222	Engineering Clerk C	16	x	-	-
1302	Engineering Records Clerk A	16	x	-	-
1312	Engineering Records Clerk B	20	x	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
5561P <sub>1</sub>	Equipment Operator A	13	x	-	-
5571P <sub>2</sub>	Equipment Operator B	16	x	-	-
5581	Equipment Operator C	19	x	-	-
5551S	Equipment Operator Helper	10	x	-	-
4121S	Field Tester A	10	x	-	-
4131P <sub>1</sub>	Field Tester B	14	x	-	-
4141P <sub>2</sub>	Field Tester C	18	x	-	-
4151	Field Tester D	20	x	-	-
4161	Field Tester E	22	x	-	-
9002	File Clerk	11	x	-	-
8442	File Clerk - Law Department	11	x	-	-
8012	Fuel Clerk	13	x	-	-
5413S	Garage Mechanic A	13	-	-	x
5423P <sub>1</sub>	Garage Mechanic B	16	-	-	x
5433P <sub>2</sub>	Garage Mechanic C	19	-	-	x
5403	Garage Mechanic Helper	10	-	-	x
6491	Gas Construction Inspector	19	x	-	-
6471S	Gas Line Inspector A	16	x	-	-
6481	Gas Line Inspector B	18	x	-	-
6211P <sub>1</sub>	Gas Mechanic A	13	x	-	-
6221P <sub>2</sub>	Gas Mechanic B	16	x	-	-
6231P <sub>3</sub>	Gas Mechanic C	19	x	-	-
6201S	Gas Mechanic Helper	10	x	-	-
6001S	Gas Meter Mechanic A	10	x	-	-
6011P <sub>1</sub>	Gas Meter Mechanic B	14	x	-	-
6021P <sub>2</sub>	Gas Meter Mechanic C	18	x	-	-
6031	Gas Meter Mechanic D	21	x	-	-
0962S	Gas Planner A-T	12	x	-	-
0972P <sub>1</sub>	Gas Planner B	16	x	-	-
0982	Gas Planner C	20	x	-	-
6461	Gas Station Inspector	13	x	-	-
6343	Gas Traveling Operator	17	-	x	-
3772	General Clerk - Bill Information and Meter Orders	17	x	-	-
0632	General Meter Clerk	15	x	-	-
8252P <sub>1</sub>	Graphic Artist	23	x	-	-
8242S	Graphic Artist - T	14	x	-	-
5073	Guard	9	-	x	x
9652	Head Clerk - Stenographic Dept.	16	x	-	-
5103	Head Janitor	13	-	-	x

Job No.	Job Title	Pay Group	Class of Employee Day*	Shift	Scheduled
9242	Head Mail Clerk	15	x	-	-
3022	Head Receiving Teller	20	x	-	-
9864	Head Telephone Operator - PBX	14	-	x	x
9872	In-Source Representative	-	-	-	Note 9
1862	Instrument Operator A	18	x	-	-
1872	Instrument Operator B	22	x	-	-
5202	Invoice and File Clerk	7	x	-	-
5613S	Janitor A	3	-	-	x
5623P <sub>1</sub>	Janitor AA	5	-	-	x
5633S	Janitor B	5	-	-	x
5643P <sub>1</sub>	Janitor C	7	-	-	x
5653P <sub>2</sub>	Janitor D	9	-	-	x
5382	Job Order Billing Clerk	14	x	-	-
9202S	Junior Clerk	3	x	-	-
4522P <sub>1</sub>	Key Punch Operator A	7	x	-	-
4532P <sub>2</sub>	Key Punch Operator B	10	x	-	-
4502S	Key Punch Operator - Trainee	3	x	-	-
4301	Laboratory Technician A (Chemical)	20	x	-	-
4311	Laboratory Technician B (Chemical)	22	x	-	-
4281	Laboratory Technician A (Electrical)	20	x	-	-
4291	Laboratory Technician B (Electrical)	22	x	-	-
9001	Laborer	9	x	-	Note 2 & 3
0312	Line, Cable & Street Lighting Clerk	21	x	-	-
2141P <sub>1</sub>	Line Mechanic A	14	x	-	-
2151P <sub>2</sub>	Line Mechanic B	16	x	-	-
2161P <sub>3</sub>	Line Mechanic C	19	x	-	-
2131	Line Mechanic Driver	14	x	-	-
2121S	Line Mechanic Helper	10	x	-	-
2171P <sub>4</sub>	Line Mechanic-Hot Stick	**	x	-	-
9222	Mail Clerk A	8	x	-	-
9232	Mail Clerk B	13	x	-	-
2312	Mail Remittance Teller	11	x	-	-
1103	Maintenance Evaluator (As designated)	Note 7	-	-	x

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
3161S	Maintenance Helper	10	x	-	-
3171P <sub>1</sub>	Maintenance Mechanic A	13	x	-	-
3181P <sub>2</sub>	Maintenance Mechanic B	16	x	-	-
3191	Maintenance Mechanic C	19	x	-	-
5051	Matron	3	x	-	-
3091P <sub>1</sub>	Mechanic A	13	x	-	-
3101P <sub>2</sub>	Mechanic B	16	x	-	-
3111	Mechanic C	19	x	-	-
9561P <sub>1</sub>	Mechanic A - Nuclear	13	x	-	Note 3
9571P <sub>2</sub>	Mechanic B - Nuclear	16	x	-	Note 3
9581P <sub>3</sub>	Mechanic C - Nuclear	19	x	-	Note 3
3081S	Mechanic Helper	10	x	-	-
9551S	Mechanic Helper - Nuclear	10	x	-	Note 3
2202	Meter Card File Clerk	8	x	-	-
0622	Meter Clerk	11	x	-	-
4261	Meter Mechanic	20	x	-	-
5742	Meter Order Record Clerk	11	x	-	-
7301	Meter Reader	9	x	-	Note 4
7311	Meter Reader - Rural	13	x	-	Note 4
4231SC	Meter Shop Tester A	10	x	-	-
4241P <sub>1</sub> C	Meter Shop Tester B	14	x	-	-
4251P <sub>2</sub> C	Meter Shop Tester C	18	x	-	-
3842	Miscellaneous Accounts Receivable Clerk	13	x	-	-
5552	Monthly Payroll Clerk	18	x	-	-
0303S	Nuclear Auxiliary Operator B	15	-	x	-
0383	Nuclear Auxiliary Operator C	18	-	x	-
0403	Nuclear Auxiliary Operator E	22	-	x	-
0413S	Nuclear Firefighter A	10	-	x	-
0423P <sub>1</sub>	Nuclear Firefighter B	13	-	x	-
0433	Nuclear Firefighter C	16	-	x	-
9441S	Nuclear Locksmith A	10	x	-	-
9451P <sub>1</sub>	Nuclear Locksmith B	16	x	-	-
9481	Nuclear Security Materials Attendant	17	x	-	-
9403S	Nuclear Security Officer A	10	-	x	-
9413P <sub>1</sub>	Nuclear Security Officer B	14	-	x	-
9423	Nuclear Security Officer C	16	-	x	-
9303SC	Nuclear Security Technician A	13	x	-	Note 3

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
9313P <sub>1</sub> C	Nuclear Security Technician B	16	x	-	Note 3
9323P <sub>2</sub> C	Nuclear Security Technician C	22	x	-	Note 3
4102	Office Helper	3	x	-	-
9212	Office Messenger	1	x	-	-
0492	Operations Administrative Clerk	19	x	-	-
0442	Operations Clerk A	11	x	-	-
0452	Operations Clerk B	16	x	-	-
0472	Operations Clerk C	19	x	-	-
8091	Operations Storekeeper	17	x	-	-
0803	Operator - Caretaker	15	-	-	x
0382	Order Completion Clerk	18	x	-	-
3302	Outside Investigator	19	x	-	-
5483	Parking Lot Attendant	8	-	-	x
2992	Payment Processing Handler	9	x	-	-
5522	Payroll Control Clerk	15	x	-	-
5502	Payroll File Clerk	8	x	-	-
8202	Photographer A	9	x	-	-
8212	Photographer B	16	x	-	-
8222	Photographer C	19	x	-	-
1603S	Plant Guard A	6	-	x	x
1613P <sub>1</sub>	Plant Guard B	8	-	x	x
1623P <sub>2</sub>	Plant Guard C	10	-	x	x
1602	Plant Inventory Recorder A	19	x	-	-
1612	Plant Inventory Recorder B	22	x	-	-
0102	Plant Operating Clerk A	10	x	-	-
0112	Plant Operating Clerk B	13	x	-	-
0132	Plant Operating Clerk C	16	x	-	-
0152	Plant Operating Clerk D	19	x	-	-
0542	Pole Clerk	15	x	-	-
1102S	Power Control Clerk A-T	16	x	-	-
1112P <sub>1</sub>	Power Control Clerk B	22	x	-	-
9342S	Printing Specialist A	8	x	-	-
9352P <sub>1</sub>	Printing Specialist B	12	x	-	-
9362P <sub>2</sub>	Printing Specialist C	16	x	-	-
2052S	Property Record Clerk A-T	15	x	-	-
2062P <sub>1</sub>	Property Record Clerk B	18	x	-	-



Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
2102	Property Record Detail Ledger Clerk	15	x	-	-
2012	Property Record Order Traffic Clerk	11	x	-	-
2032	Property Record Plant Cost Clerk	21	x	-	-
2142	Property Record Senior Report Clerk	21	x	-	-
8232	Public Affairs Clerk	15	x	-	-
8052	Purchase Clerk A	8	x	-	-
8062	Purchase Clerk B	13	x	-	-
8072	Purchase Clerk C	19	x	-	-
8152	Purchasing Processing Clerk A	7	x	-	-
8162	Purchasing Processing Clerk B	9	x	-	-
8172	Purchasing Processing Clerk C	11	x	-	-
1703S	Radwaste Operator A	13	-	x	-
1713P <sub>1</sub>	Radwaste Operator B	18	-	x	-
1723P <sub>2</sub>	Radwaste Operator C	20	-	x	-
1531	Receiver and Shipper	18	x	-	-
2722	Receiving Teller	11	x	-	-
9822	Receptionist	10	x	-	-
5531	Recycling Equipment Operator A	18	x	-	-
5541	Recycling Equipment Operator B	20	x	-	-
1283S	Regional Operator A	22	-	x	-
1293P <sub>1</sub>	Regional Operator B	24	-	x	-
4171	Relay Tester A	20	x	-	-
4181	Relay Tester B	22	x	-	-
4191	Relay Tester C	24	x	-	-
1123	Relief Operator A	9	-	x	-
1133	Relief Operator B	10	-	x	-
1143	Relief Operator C	11	-	x	-
1153	Relief Operator D	12	-	x	-
1163	Relief Operator E	13	-	x	-
1173	Relief Operator F	14	-	x	-
1183	Relief Operator G	15	-	x	-
1193	Relief Operator H	16	-	x	-
1203	Relief Operator J	17	-	x	-
1213	Relief Operator K	18	-	x	-
1223	Relief Operator L	19	-	x	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
1233	Relief Operator M	20	-	x	-
1243	Relief Operator N	21	-	x	-
1253	Relief Operator P	22	-	x	-
1263	Relief Operator Q	23	-	x	-
1273	Relief Operator R	24	-	x	-
4372	Revenue & Statistics Clerk	17	x	-	-
8552	Right of Way Agent A	18	x	-	Note 1
8562	Right of Way Agent B	22	x	-	Note 1
1802S	Rodhand A	10	x	-	-
1812P <sub>1</sub>	Rodhand B	13	x	-	-
1822	Rodhand C	15	x	-	-
0992	Safety and Training Clerk	14	x	-	-
2112	Senior Card Record Clerk	18	x	-	-
5142	Senior Classification Clerk	22	x	-	-
9868	Senior Collection Services Associate	18	-	-	Note 4
3484	Senior Customer Representative	19	-	-	x
0392	Senior Distribution Office Clerk	21	x	-	-
4552	Senior Key Punch Operator	17	x	-	-
0682	Senior Meter Records Clerk	19	x	-	-
5542	Senior Payroll Clerk	21	x	-	-
8082	Senior Purchase Clerk	22	x	-	-
7862	Senior Service Clerk	16	x	-	-
8472	Senior Tax Clerk	18	x	-	-
2382	Senior Treasury Clerk	22	x	-	-
7852	Service Clerk	11	x	-	Note 2
7872	Service Department Tracer File Clerk	11	x	-	-
7203	Service Dispatcher A	16	-	-	x
7213	Service Dispatcher B	19	-	x	x
7223	Service Dispatcher C	20	-	x	x
7842	Service Order Clerk	7	x	-	Note 2
7013S	Service Representative A	13	-	-	x
7023P <sub>1</sub>	Service Representative B	16	-	-	x
7033P <sub>2</sub>	Service Representative C	19	-	-	x
7003	Service Representative Helper	10	-	-	x
9522S	Shareholder Services Representative A	11	x	-	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
9532P <sub>1</sub>	Shareholder Services Representative B	14	x	-	-
9542	Shareholder Services Representative C	17	x	-	-
1232	Special Engineering Clerk	21	x	-	-
2392	Special Treasury Clerk	21	x	-	-
5173	Stationary Engineer	18	-	x	-
2692	Statistical Accountant-Corporate	23	x	-	-
2682	Statistical Clerk-Corporate	20	x	-	-
9732S	Stenographer A	7	x	-	-
9742P <sub>1</sub>	Stenographer B	9	x	-	-
9752P <sub>2</sub>	Stenographer C	11	x	-	-
9762S	Stenographer Clerk A	7	x	-	-
9772P <sub>1</sub>	Stenographer Clerk B	9	x	-	-
9782P <sub>2</sub>	Stenographer Clerk C	11	x	-	-
1503S	Stock Handler A	10	-	-	x
1513P <sub>1</sub>	Stock Handler B	14	-	-	x
1523P <sub>2</sub>	Stock Handler C	17	-	-	x
1541	Storekeeper A	19	x	-	-
1551	Storekeeper B	20	x	-	-
1561	Storekeeper C	22	x	-	-
5362	Stores Accounting Clerk	19	x	-	-
5342	Stores Inventory Clerk	16	x	-	-
5322	Stores Inventory Helper	12	x	-	-
2363P <sub>1</sub>	Street Light Service Mechanic A	13	-	-	x
2373P <sub>2</sub>	Street Light Service Mechanic B	16	-	-	x
2393	Street Light Service Mechanic C	19	-	-	Note 10
2353S	Street Light Service Mechanic Helper	10	-	-	x
0863	Switchboard Operator A	15	-	x	-
0873	Switchboard Operator B	17	-	x	-
0883	Switchboard Operator C	18	-	x	-
0893	Switchboard Operator D	19	-	x	-
0903	Switchboard Operator E	20	-	x	-
0913	Switchboard Operator F	21	-	x	-
0923	Switchboard Operator G	22	-	x	-

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
6543S	System Gas Control Operator A	20	-	x	-
6553P <sub>1</sub>	System Gas Control Operator B	24	-	x	-
7912	System Rate Clerk	20	x	-	-
5674	Tape Record Clerk	15	-	-	x
0101S	Technician A	10	x	-	Note 3
0111P <sub>1</sub>	Technician B	14	x	-	Note 3
0121P <sub>2</sub>	Technician C	17	x	-	Note 3
0131P <sub>3</sub>	Technician D	21	x	-	Note 3
0141	Technician E	23	x	-	Note 3
9103SC	Technician A - Chemistry and Radiochemistry	13	Note 5	x	-
9113P <sub>1</sub> C	Technician B - Chemistry and Radiochemistry	16	Note 5	x	-
9123P <sub>2</sub> C	Technician C - Chemistry and Radiochemistry	22	Note 5	x	-
9223SC	Technician A - Computer - Nuclear	13	x	-	Note 3
9233P <sub>1</sub> C	Technician B - Computer - Nuclear	16	x	-	Note 3
9243P <sub>2</sub> C	Technician C - Computer - Nuclear	22	x	-	Note 3
9183SC	Technician A - Instrument and Control - Nuclear	13	x	-	Note 3
9193P <sub>1</sub> C	Technician B - Instrument and Control - Nuclear	16	x	-	Note 3
9203P <sub>2</sub> C	Technician C - Instrument and Control - Nuclear	22	x	-	Note 3
9143SC	Technician A - Radiation Protection	13	Note 6	x	-
9153P <sub>1</sub> C	Technician B - Radiation Protection	16	Note 6	x	-
9163P <sub>2</sub> C	Technician C - Radiation Protection	22	Note 6	x	-
9263SC	Technician A - Reactor Analyst	13	x	-	Note 3
9273P <sub>1</sub> C	Technician B - Reactor Analyst	16	x	-	Note 3
9283P <sub>2</sub> C	Technician C - Reactor Analyst	22	x	-	Note 3

Job No.	Job Title	Pay Group	Class of Employee		
			Day*	Shift	Scheduled
1091	Technician-Substation Dept.	21	x	-	-
9854	Telephone Operator - PBX	10	-	x	x
4001S	Tester A	10	x	-	-
4011P <sub>1</sub>	Tester B	13	x	-	-
4021	Tester C	16	x	-	-
4031	Tester D	19	x	-	-
4081	Test Specialist A	21	x	-	Note 3
4091	Test Specialist B	23	x	-	Note 3
3241	Tool Custodian	13	x	-	-
0522	Transformer Stock Record and Control Clerk	14	x	-	-
0802S	Transportation Clerk A	12	x	-	-
0812P <sub>1</sub>	Transportation Clerk B	15	x	-	-
5463	Transportation Dispatcher	15	-	-	x
5453	Transportation Tool and Stock Attendant	17	-	-	x
1043	Traveling Operator A	16	-	x	-
1053	Traveling Operator B	18	-	x	-
1063	Traveling Operator C	20	-	x	-
1073	Traveling Operator D	22	-	x	-
2342	Treasury Clerk A	11	x	-	-
2352	Treasury Clerk B	16	x	-	-
2071P <sub>1</sub>	Tree Trimmer A	13	x	-	-
2081P <sub>2</sub>	Tree Trimmer B	16	x	-	-
2091P <sub>3</sub>	Tree Trimmer C	19	x	-	-
2061S	Tree Trimmer Helper	10	x	-	-
2233	Trouble Dispatcher	22	-	x	-
2303	Trouble Mechanic A-Hot Stick	21	-	x	-
2313	Trouble Mechanic B-Hot Stick	23	-	x	-
2323	Trouble Mechanic C-Hot Stick	22	-	x	-
2333	Trouble Mechanic D-Hot Stick	24	-	x	-
9662S	Typist A	4	x	-	-
9672P <sub>1</sub>	Typist B	6	x	-	-
9682P <sub>2</sub>	Typist C	8	x	-	-
9702S	Typist Clerk A	4	x	-	-
9712P <sub>1</sub>	Typist Clerk B	6	x	-	-
9722P <sub>2</sub>	Typist Clerk C	8	x	-	-
2212	Unit Card Record Clerk	13	x	-	-
9021	Utility Mechanic A	8	x	-	Note 3
9031	Utility Mechanic B	12	x	-	Note 3

Job No.	Job Title	Pay	Class of Employee		
		Group	Day*	Shift	Scheduled
9041	Utility Mechanic C	16	x	-	Note 3
8102	Warehouse Clerk	13	x	-	-
5203	Window Washer	13	-	-	x

**Note 1.** Employees in this classification are scheduled workers to the extent that they are subject to irregular hours of work, Monday through Friday. In all other respects they have the status of day workers.

**Note 2.** Certain employees are scheduled workers.

**Note 3.** Scheduled worker provision applies to all Steam Generating Plants in a ratio of 3-2 to comparable day jobs in these specified classifications in accordance with the following:

**NOTE 3 - SCHEDULE A**  
**STEAM ELECTRIC GENERATING STATIONS**  
**APPLICABLE RATIO OF SCHEDULED AND**  
**DAY WORKERS BY DEPARTMENTAL/GROUP SIZE IN**  
**SPECIFIED CLASSIFICATIONS**

No. of Emps. in Dept./ Group	Applicable Ratio Scheduled	Days	No. of Emps. in Dept./ Group	Applicable Ratio Scheduled	Days
1	0	1	51	31	20
2	1	1	52	31	21
3	2	1	53	32	21
4	2	2	54	32	22
5	3	2	55	33	22
6	4	2	56	34	22
7	4	3	57	34	23
8	5	3	58	35	23
9	5	4	59	35	24
10	6	4	60	36	24
11	7	4	61	37	24
12	7	5	62	37	25
13	8	5	63	38	25
14	8	6	64	38	26
15	9	6	65	39	26
16	10	6	66	40	26
17	10	7	67	40	27
18	11	7	68	41	27
19	11	8	69	41	28
20	12	8	70	42	28
21	13	8	71	43	28
22	13	9	72	43	29
23	14	9	73	44	29
24	14	10	74	44	30
25	15	10	75	45	30
26	16	10	76	46	30
27	16	11	77	46	31
28	17	11	78	47	31
29	17	12	79	47	32
30	18	12	80	48	32
31	19	12	81	49	32
32	19	13	82	49	33
33	20	13	83	50	33
34	20	14	84	50	34
35	21	14	85	51	34
36	22	14	86	52	34
37	22	15	87	52	35
38	23	15	88	53	35
39	23	16	89	53	36
40	24	16	90	54	36
41	25	16	91	55	36
42	25	17	92	55	37
43	26	17	93	56	37
44	26	18	94	56	38
45	27	18	95	57	38
46	28	18	96	58	38
47	28	19	97	58	39
48	29	19	98	59	39
49	29	20	99	59	40
50	30	20	100	60	40

**Note 4.** Employees in this classification are on a modified schedule of 8:00 a.m. to 9:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. The starting time for such schedules shall be adjusted accordingly when summer hours are applicable.

\*Certain assignments under day worker titles are performed as scheduled workers as set forth and limited below.

The scheduled work assignments set forth below, where limited by a number, establish only the maximum number of employees who may be scheduled at any one time and the actual number, if any, is determined by the requirements of the work at the time. The limiting number refers only to the maximum assignments of this nature which may exist at any one time, although over a period different employees may be assigned, from time to time, to these duties, in order to divide the work equitably among the employees in the group.

- (a) Three Leak Truck Crews in Syracuse.  
Three Leak Truck Crews in Utica.  
Three Leak Truck Crews in Albany.
- (b) Qualified motor vehicle operators as required to maintain inter-office delivery service.
- (c) One Chief Mechanic A (Air Conditioning) and one Mechanic Helper for night duty at the Syracuse Office Complex.
- (d) One Electrician C and one Electrician Helper for night duty at the Syracuse Office Complex.
- (e) See Appendix D, Paragraph 11.  
Five Assistant Mail and Agency Remittance Clerks in Syracuse (Treasury Dept.).  
Two Mail Remittance Tellers in Syracuse (Treasury Dept.).
- (f) See Appendix D, Paragraph 12.  
Seven Drafting Technicians A-T/C in Syracuse (Engineering Dept.-CAD).  
One Plant Inventory Recorder A in Syracuse (Engineering Dept.-CAD).
- (g) For Meter Reader and Meter Reader-Rural see App. D., Paragraph 13.



(h) Plant Operating Clerks at Nine Mile Nuclear site as designated.

**Note 5.** Employees in this classification prior to January 1, 1985, are classified Day Workers.

**Note 6.** Employees in this classification are subject to local understandings concerning Day and Shift complements.

**Note 7.** An employee assigned this position will be paid the same pay group as the chief within the respective series.

**Note 8.** Employees in this title progress in accordance with the provisions of the job specification based on qualifications and time in grade from pay group 3 to 6 to 10 to 15.

**Note 9.** Pay levels and work schedules for employees holding this job title vary and are set in accordance with the provisions of the job specification.

**Note 10.** Employees in this classification are scheduled workers on a modified schedule. Hours of work may be as follows:

- (a) Monday – Saturday from 3:30 p.m. to midnight during the non-construction season with a 1/2 hour unpaid meal period.
- (b) Monday – Saturday from 6:00 p.m. to 2:00 a.m. during the construction season with a 20 minute paid meal period.

**SCHEDULE A**  
**T.O.C. PROGRESSION JOBS**  
as of June 1, 2001

<b>Job No.</b>	<b>Job Title</b>	<b>Progresses to Job Title</b>	<b>Maximum Time Interval</b>
5272	Accounts Payable Clerk A	Accounts Payable Clerk B	18 Mos.
5844	<u>Application Developer A</u>	<u>Application Developer B</u>	<u>3 Yrs.</u>
5854	<u>Application Developer B</u>	<u>Application Developer C</u>	<u>3 Yrs.</u>
5864	<u>Application Developer C</u>	<u>Application Developer D</u>	<u>3 Yrs.</u>
5112	Classification Clerk-T	Classification Clerk	2 Yrs.
3574	Collection Representative A	Collection Representative B	1 Yr.
9866	<u>Collection Services Associate A</u>	<u>Collection Services Associate B</u>	<u>1 Yr.</u>
9876	<u>Collection Services Associate B</u>	<u>Collection Services Associate C</u>	<u>3 Yrs.</u>
9886	<u>Collection Services Associate C</u>	<u>Collection Services Associate D</u>	<u>3 Yrs.</u>
5804	Computer Application Programmer A	Computer Application Programmer B	1 Yr.
5814	Computer Application Programmer B	Computer Application Programmer C	3 Yrs.
7502	Consumer Representative A	Consumer Representative B	1½ Yrs.
7512	Consumer Representative B	Consumer Representative C	4 Yrs.
3444	Customer Representative A	Customer Representative B	1 Yr.
3454	Customer Representative B	Customer Representative C	1 Yr.
1502	Drafting Technician A-T	Drafting Technician B	1 Yr.
5624	EDP Console Operator A-T	EDP Console Operator B	2 Yrs.
5604	EDP Equipment Operator A-T	EDP Equipment Operator B	1 Yr.
0912	Electric Planner A-T	Electric Planner B	1½ Yrs.
0962	Gas Planner A-T	Gas Planner B	1½ Yrs.

<b>Job No.</b>	<b>Job Title</b>	<b>Progresses to Job Title</b>	<b>Maximum Time Interval</b>
8242	Graphic Artist - T	Graphic Artist	4 Yrs.
9202	Junior Clerk	Classification for which trained	6 Mos.
4502	Key Punch Operator Trainee	Key Punch Operator A	3 Mos.
4522	Key Punch Operator A	Key Punch Operator B	1 Yr.
1102	Power Control Clerk A-T	Power Control Clerk B	2 Yrs.
9342	<u>Printing Specialist A</u>	<u>Printing Specialist B</u>	<u>1 Yr.</u>
9352	<u>Printing Specialist B</u>	<u>Printing Specialist C</u>	<u>3 Yrs.</u>
2052	Property Record Clerk A-T	Property Record Clerk B	2 Yrs.
1802	Rodhand A	Rodhand B	1 Yr.
9522	Shareholder Services Representative A	Shareholder Services Representative B	<u>1 Yr.</u>
9732	Stenographer A	Stenographer B	1 Yr.
9742	Stenographer B	Stenographer C	1 Yr.
9762	Stenographer Clerk A	Stenographer Clerk B	1 Yr.
9772	Stenographer Clerk B	Stenographer Clerk C	1 Yr.
0802	Transportation Clerk A	Transportation Clerk B	2 Yrs.
9662	Typist A	Typist B	1 Yr.
9672	Typist B	Typist C	1 Yr.
9702	Typist Clerk A	Typist Clerk B	1 Yr.
9712	Typist Clerk B	Typist Clerk C	1 Yr.

**APPENDIX A-I**  
**WESTERN DIVISION**  
**SENIORITY PROVISIONS**  
**PRODUCTION AND MAINTENANCE GROUP**

**A. Seniority Status**

1. The Company shall furnish the Brotherhood rosters of represented employees revised from time to time which indicate the job and/or Company seniority of each employee.

2. Company seniority is as defined in Article VI, Paragraph 14.

3. Job seniority of a regular employee is the total length of service in a particular type and grade of work in a particular department or sub-department, including length of service in any higher rated job in the natural line of promotion or as determined by prior mutual agreement for particular individuals while continuing in the job series held by them prior to June 1, 1966.

(a) An employee's job seniority transcends the job seniority of all other employees in the lower rated jobs shown in the employee's particular department or sub-department.

**B. Promotions**

1. In all cases of promotion, the following factors shall be considered.

(a) Company seniority except as specifically provided in A-3 of this Appendix.

(b) Knowledge of, application to and training for the job, ability, skill and experience on other jobs.

(c) Physical fitness for the job. If factors (b) and (c) are relatively equal, factor (a) shall govern.

2. Transcending seniority unless modified by mutual agreement will be as follows:

(a) The seniority rights of an employee demoted prior to June 1, 1975 and occupying a demoted position because of a prior curtailment of departmental activities shall transcend the seniority rights of other employees when a vacancy occurs in any higher rated job formerly held by the demoted employee in the employee's former department.

(b) The seniority rights of an employee demoted after June 1, 1975 and occupying a demoted position because of prior curtailment of activities shall transcend the seniority rights of other employees when a vacancy occurs in any higher rated job classification formerly held by the demoted employee within the Division.

### 3. Post and Bid

(a) Job vacancy postings shall be for seven (7) days, Wednesday through Tuesday. The Company shall post the notice of job vacancy on bulletin boards throughout the division at the work headquarters of the employees covered hereby. After a job is posted it will not be withdrawn unless mutually agreed to.

(b) Except for vacancies to be filled by job seniority, all vacancies shall be posted for a period of seven (7) days throughout the Division. Bids submitted will consider regular employees of the Western Division P&M and TOC (including laid off employees on the preferential rehiring list) in order of their company seniority. Employees not on regular status are not eligible bidders, but they may use the standard bid form to express their interest in vacancies. There is no obligation on the Company to consider such employees, whether or not there are regular bidders.

If there is no qualified bidder, the vacancy may then be filled by outside hiring. After a job is posted, it will not be withdrawn unless mutually agreed to.

(c) After June 1, 1966, an employee awarded a job under this Post and Bid Procedure will have an asterisk placed after their name on their occupational group seniority list. When an employee with an asterisk after their name acquires senior position on their occupational group seniority list, the next vacancy above will be posted.

(d) Stewards may submit bids for employees who are absent during the posting period.

(e) The Company shall make every effort to interview and award all jobs within a reasonable period of time after publication of Job Summary Sheet.

(f) The starting job in a progression series will be the one posted. Employees qualified for a higher grade may receive

the award to which they are otherwise entitled in whatever grade they are qualified for, up to but not beyond the highest grade to which the progression applies. Exceptions to this rule may occur in new positions which the Company specifically desires to fill in the new starting grade. They will be so marked on the posting.

(g) If, after promotion, a regular employee is found within six (6) months to be unsuited for the duties of the new position, the employee shall be returned to their former job, unless otherwise mutually agreed upon and in any event without loss of seniority.

(h) When an employee is awarded a job under this procedure, the transfer to the new job will be effected within not more than three (3) weeks from the date of the award barring unusual or unforeseen events. The rate for the new job and seniority in a progression series will become effective not later than three (3) weeks from the date of the award.

4. When an employee leaves a job within the bargaining unit, the job will be filled in accordance with the provisions of this Appendix or, if the position is not to be filled, the Company will notify the Brotherhood within twenty (20) days giving the reason for its decision.

### **C. Demotions, Layoffs and Terminations**

1. Demotions resulting from curtailment of activities or reemployment of military personnel upon termination of military leave of absence shall be made after it has been determined by the Company that a demotion or layoff is necessary. Any reassignment of personnel shall, unless modified by mutual agreement, be on the basis of Company seniority, except that for employees with job seniority on the occupational group seniority lists, the selection of employees will be based on job seniority as defined in Section A-3 of this Appendix. This does not preclude P&M employees from displacing TOC employees.

(a) If it does not adversely affect the Company's need for qualified employees in the available job, employees may displace other employees with lesser Company seniority in equally rated jobs (same pay group) or successively lower rated jobs for which they are qualified or reasonably trainable in the inverse order of their Company seniority.

(b) It is understood that this section shall not preclude bumping into an automatic progression series if the employee can qualify at the level of the employee being bumped.

(c) A displaced employee may also displace a less senior higher rated employee if they previously held that job classification.

(d) Any employee who is demoted three (3) or more pay groups may elect to take a separation allowance rather than accept transfer to the lower grade of work. If the employee accepts the separation allowance, it will be computed under the terms, conditions and limitations of the Separation Allowance Plan on the basis of the wage rate then applicable to the job from which the employee is demoted. An employee who elects to take a separation allowance in lieu of transfer to another job in the same geographical area will not be on the preferential rehiring list, and if subsequently rehired, will be hired as a new employee.

Employees unable to obtain a position in their own geographic area are not precluded from being placed on the preferential rehire list.

2. Unless modified by mutual agreement, layoffs shall be made after employees have been demoted under the provisions of Section C, Paragraph 1, in the inverse order of Company seniority.

3. When as a result of changing Company operations, it is necessary to consolidate existing seniority lists, the lists will be consolidated by applicable Company or Job seniority as defined in Section A of this Appendix.

(a) In the event of employees having identical job seniority dates, the employee with the longest Company seniority shall be placed highest on the consolidated lists.

(b) In the event of employees having identical Company seniority dates, the employee with the lowest employee number shall be considered senior.

#### **D. Rehiring**

1. Former regular employees who have been laid off shall for a period of two (2) years from the layoff date be considered for reemployment in the Company in order of Company seniority as of the layoff date. If the layoff period does not exceed two (2)

years, reemployment will be as a regular employee with seniority status for the purpose of their contract rights only (not pension rights) deemed to be the same as if employment had not been interrupted. If the layoff period exceeds two (2) years, the employee will not have their former seniority rights restored to them and will be considered a new employee.

2. Former temporary and probationary employees, if rehired, will be considered as new employees.

3. When a former employee is offered employment of substantially the same type and grade of work in the same geographical area as that performed by the employee prior to the layoff and the employee refuses to accept it, there is no further obligation on the part of the Company to offer any other employment at a future date.

4. When a former regular employee accepts reemployment, the Company may require a physical examination looking to such reemployment, and if the employee appears to be in substantially the same physical condition as when the employee last left the employ of the Company, there will be no bar to reemployment upon physical grounds.

5. An employee shall be considered on the preferential rehiring list for a period of two (2) years from the layoff date.



**APPENDIX A-II  
WESTERN DIVISION  
SENIORITY PROVISIONS  
TECHNICAL, OFFICE AND CLERICAL GROUPS**

**A. Seniority Roster**

1. The Company will supply on or about January 1 and July 1 of each year, seniority lists of Western Division Technical, Office and Clerical employees to the Local Union.

**B. Posting and Bidding**

1. Job vacancy postings shall be for seven (7) days, Wednesday through Tuesday. The Company shall post the notice of job vacancy on bulletin boards throughout the division at the work headquarters of the employees covered hereby. After a job is posted, it will not be withdrawn unless mutually agreed to.

2. The President/Business Manager of the Local Union 97, IBEW or designee shall be supplied promptly with a copy of the Notice of Vacancy.

3. (a) Bargaining unit employees desiring to be considered for the vacancy shall submit bids within the period prescribed by the Notice of Vacancy. If an eligible employee is not available to submit a bid within the prescribed period, the steward or the President/Business Manager of Local Union 97, IBEW or designee may submit a bid for said employee.

(b) The Company shall make every effort to interview and award all jobs within a reasonable period of time after publication of Job Summary Sheet.

4. Bids received will consider regular employees of the Western Division TOC and P&M (including laid off employees on the preferential rehiring list) in order of their company seniority.

Employees not on regular status are not eligible bidders, but they may use the standard bid form to express their interest in vacancies. There is no obligation on the Company to consider such employees, whether or not there are regular bidders.

5. Unless modified by mutual agreement, job vacancy awards will be made on the basis of:

(a) Company seniority as defined in Article VI, Paragraph 14 except as modified in Section B-10 of this Appendix A-II.

(In the event of employees having identical Company seniority dates, the employee with the lowest employee number shall be considered senior.)

(b) Knowledge of, application to, training for the job, ability and skill. (Knowledge of and training for the job shall be considered only when more than three (3) months' training is essential to acquire knowledge of routine operations.)

(c) Physical fitness for the job.

When factors (b) and (c) are relatively equal, factor (a) shall govern. The awardee of a temporary position will retain that position if it subsequently becomes regular.

6. (a) When an employee is awarded a job under this procedure, the transfer to the new job will be effected within not more than three (3) weeks from the date of the award barring unusual or unforeseen events. The rate for the new job and seniority in a progression series will become effective not later than three (3) weeks from the date of the award.

(b) If, after promotion, a regular employee is found within six (6) months to be unsuited for the duties of the new position, the employee shall be returned to their former job, unless otherwise mutually agreed upon and in any event, without loss of seniority.

7. In case there are no qualified bidders, the supervisor will discuss the filling of the vacancy with the steward of the group in which the vacancy falls or a representative of the Brotherhood before hiring a new employee.

8. Whenever a Technical, Office and Clerical employee is temporarily assigned to perform some of, but not all of, the duties of a higher paid job, their rate of pay will be adjusted for the duration of such work. If the difference in pay is less than four (4) pay groups, they shall be paid the rate for the higher paid job as shown in Schedule A. If the difference in pay is four (4) pay groups or more, the increase in pay shall be determined by mutual agreement between the parties at the local level. This provision shall not apply in those cases where an employee's job specification indicates the requirement to direct the activities of other employees during the absence of a supervisor or other higher rated employee.

9. Certain employees demoted or displaced prior to June

1, 1978, shall have transcending seniority rights per the Memorandum of Agreement between the parties.

10. Any employee who is awarded a position outside the bargaining unit shall not be eligible to bid back into the bargaining unit. However, if on or after June 1, 1972 said employee is successful in regaining a job within the bargaining unit, the employee shall be awarded only the seniority they accumulated while they were a represented employee, plus any they may accrue in the future for bidding, demotion or layoff purposes.

### **C. Demotions, Transfers, Layoffs and Terminations**

1. Demotions resulting from curtailment of activities or re-employment of military personnel upon termination of military leave of absence shall be made after it has been determined by the Company that a demotion or layoff is necessary. Any reassignment of personnel shall, unless modified by mutual agreement, be in the following manner, with due consideration being given to the employee's qualifications and training for the available jobs. This does not preclude TOC employees from displacing P&M employees.

(a) Commencing with the most senior affected employee, employees may displace other employees with lesser Company seniority in equally rated jobs (same pay group) or successively lower rated jobs at their election. It is understood, however, that no displaced employee shall be entitled to displace a higher rated employee regardless of the latter's seniority.

(b) It is understood that this selection shall not preclude bumping into an automatic progression series if the employee can qualify at the level of the employee being bumped.

(c) A displaced employee may also displace a less senior higher rated employee if they previously held that job classification.

2. (a) Any employee who is demoted three (3) or more pay groups may elect to take a separation allowance rather than accept transfer to the lower grade of work. If the employee accepts the separation allowance, it will be computed under the terms, conditions and limitations of the Separation Allowance Plan on the basis of the wage rate then applicable to the job from which the employee is demoted. An employee who elects to take a separation allowance in lieu of a transfer to another job under these conditions will not be on the preferential rehiring list, and if subsequently rehired, will be hired as a new employee.

(b) Employees unable to obtain a position in their own geographic area are not precluded from being placed on the preferential rehire list.

3. An employee who is eligible for payment of a separation allowance shall be permitted to defer such payment for a period up to six (6) months and will be considered as laid off and subject to the rehiring provisions below for the period during which the employee defers payment of the allowance.

4. Unless modified by mutual agreement, layoffs shall be made after employees have been demoted under the provisions of Section C, Paragraph 1, in the inverse order of Company seniority.

#### **D. Rehiring**

1. Former regular employees who are on the preferential rehire list shall for a period of two (2) years from their termination date be considered for reemployment in the Company in order of Company seniority as of the termination date. If this period does not exceed two (2) years, reemployment will be as a regular employee with seniority status for the purpose of their contract rights only (not pension rights) deemed to be the same as if employment had not been interrupted. If this period exceeds two (2) years, the employee will not have their former seniority rights restored to them and will be considered a new employee.

2. Former temporary and probationary employees if rehired will be considered as new employees.

3. When a former regular employee is offered employment of substantially the same type and grade of work in the same geographical area as that performed by the employee prior to the employee's termination and the employee refused to accept it, there is no further obligation on the part of the Company to offer any other employment at a future date.

4. When a former regular employee accepts reemployment, the Company may require a physical examination looking to such reemployment, and if the employee appears to be in substantially the same physical condition as when the employee last left the employ of the Company, there will be no bar to reemployment upon physical grounds.

5. An employee shall be considered on the preferential rehiring list for a period of two (2) years from the termination date.

**APPENDIX B  
CENTRAL DIVISION  
BARGAINING UNIT SENIORITY  
PROVISIONS**

**A. Seniority Status**

1. Seniority, for the purpose of promotions, demotion, transfer, layoff and reemployment shall be in accordance with Article VI, Paragraph 14 except for those non-bargaining unit employees who enter bargaining unit jobs. In those cases, the employee's seniority starts from zero commencing with the date of physical possession of the bargaining unit position. This section shall not restrict the rights of employees under Article XI, Paragraph 11.

2. For the purpose of the administration of this Appendix, all employees in the Division shall have combined seniority.

**B. Posting and Bidding**

Whenever a vacancy occurs or a new position is created within the unit covered by this agreement, the employee to fill the vacancy or new position shall be determined as follows:

1. Job vacancy postings shall be for seven (7) days, Wednesday through Tuesday. The Company shall post the Notice of Job Vacancy on bulletin boards throughout the division at the work headquarters of the employees covered hereby. After a job is posted, it will not be withdrawn or canceled unless mutually agreed to by the President/Business Manager of Local Union 97, IBEW or designee. This notice will contain the following information:

Job Classification Title	Date of Posting
Duties and Requirements	Closing Date for Bids
Qualifications	Name of Supervisor
Work Schedule	
Work Headquarters	

2. The President/Business Manager of Local Union 97, IBEW or designee shall be supplied promptly with a copy of the Vacancy Posting.

3. Employees desiring to be considered for the vacancy will make signed application within the seven calendar day period provided on the Vacancy Posting. This application shall set forth their qualifications and shall be made on a form provided by the

Company or on standard, letter-sized paper showing the specific vacancy for which the bid is made; name, present title, status, work headquarters of the bidder, as well as the bidder's Company seniority date. Employees must submit information pertaining to their qualifications in the qualifications section of the bid sheet. This application is to be submitted to the appropriate Employee Relations Department as noted on the bid.

4. (a) Employees who do not make application within the specified period shall have no right to consideration for the job, but the supervisor or the union representative may submit a bid for an employee who is absent because of vacation, temporary disability or leave of absence.

(b) The Company shall interview and award all jobs within three (3) calendar weeks after the closing date of bids.

5. A vacancy may be filled without post and bid by mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee.

6. Employees not on regular status are not eligible bidders, but they may use the standard bid form to express their interest in vacancies. There is no obligation on the Company to consider such employees, whether or not there are regular bidders.

7. Unless modified by mutual agreement, job vacancy awards will be made on the basis of:

\*(a) Company seniority as defined in Section A of this Appendix, with qualifications.

(b) Physical fitness for the job.

(c) Certain job classifications will require the successful completion of pre-entrance testing which has been mandated, agreed on, or may be applied per Appendix D, Paragraph 17.

\*Note - Where Company seniority dates are equal, Company seniority shall be determined as follows:

(1) The most senior application date for employment (and if equal or unavailable);

(2) The use of the employee's Social Security number in reverse order, one digit at a time until the tie is broken. The higher number shall be considered the most senior.

8. In case there are no bidders, the Company will discuss the filling of the vacancy with the President/Business Manager of Local Union 97, IBEW or designee before hiring a new employee.

9. When an employee is awarded a job under this procedure, the transfer to the new job will be effected within not more than three (3) weeks from the date of the award barring unusual or unforeseen events. The rate for the new job and seniority in a progression series will become effective not later than three (3) weeks from the date of the award.

10. If, after promotion, a regular employee is found within six (6) months to be unsuited for the duties of the new position, the employee shall be returned to their former job unless otherwise mutually agreed upon, and in any event, without loss of seniority.

11. After an employee leaves a job within the bargaining unit, the job will be posted or, if the position is not to be filled, the Company will so notify the President/Business Manager of Local Union 97, IBEW or designee in writing, giving the reason for its decision.

12. In unusual instances where a Temporary Job (not a Temporary Employee) becomes a regular job within the unit, the new Regular Job so created must be posted and filled in the usual manner.

13. Employees outside the bargaining unit shall not be afforded bargaining unit rights under this Appendix or any portion thereof.

14. The starting job in a progression series will be the one posted. Employees qualified for a higher grade may receive the award to which they are otherwise entitled in whatever grade they are qualified for, up to but not beyond the highest grade to which the progression applies. Exceptions to this rule may occur in new positions which the Company specifically desires to fill in the new starting grade. They will be so marked on the posting. In addition, vacancies may be posted above the starting position by mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee.

### **C. Demotions and Layoffs**

1. The Company shall determine whether a reduction in the work force in the Division is necessary. The selection of

employees affected by a reduction in the work force shall be in the inverse order of their Company seniority unless otherwise mutually agreed.

2. Employees with less than ten (10) years seniority whose specific jobs are abolished, who are bumped from their positions, or displaced by the Company for the purpose of placing employees eligible for security clause benefits, will be afforded the following options:

(a) Employees may bump back to their last prior regular job classification, first by their former work headquarters, then by geographical area in which they held the position if they are senior to the incumbent. If the incumbent is senior in this position, employees may then look back to their next to last previous regular job first by former work headquarters, then by geographic area, and so on until they are able to bump a junior employee. (Employees are required to displace the first junior employee they are able to bump) or;

(b) Employees may bump a junior employee in a regular position in their own present job classification in the following sequence:

1. The junior employee in their current work headquarters
2. The junior employee in a work headquarters in their geographic area
3. The junior employee in a work headquarters in their division

Note: For the purposes of this Appendix, geographic area is described as;

- a. Mohawk Valley Area
- b. Potsdam Area
- c. Syracuse/Oswego Area
- d. Watertown Area

Under the provisions of Paragraphs 2(a) and 2(b) of this section, employees may bump junior employees holding higher rated jobs in a progression series but shall enter the series at the level which they last held in that series. In addition, unless previously held, employees will be excluded from bumping into the Line Mechanic HS position.



3. (a) Employees who are unable to place themselves through the bumping procedure above will be assigned by the Company on a seniority basis to the positions occupied by junior employees for which they meet the job qualifications, including the starting level of a progression series. To the extent practicable, the Company will recognize seniority when making placements with the intent of minimizing any reduction in pay and location changes. Employees will not be assigned to a position that results in an immediate pay increase but may be assigned to a progression series that ultimately results in a higher pay level.

(b) Employees unable to obtain a position in their own geographic area either through the bumping or placement process will be eligible to be placed on the rehire list.

(c) At the completion of the bump and placement process, the number of employees in excess of the number needed for the operation of the Company shall be laid off.

4. Any employee who is demoted three (3) or more pay groups may elect to take a separation allowance rather than accept demotion under these provisions to a lower grade of work. If the employee accepts the separation allowance, it will be computed under the terms, conditions and limitations of the Separation Allowance Plan on the basis of the wage rate then applicable to the job from which the employee is demoted. An employee who elects to take a separation allowance in lieu of a demotion to another job in the same geographic area, will not be on the preferential rehiring list, and if subsequently rehired, will be hired as a new employee.

5. A regular employee who has been demoted to work of the same grade or of a lower grade shall have preferential seniority rights within the local union over other employees for the job from which the employee was demoted or for a lower job in that series of jobs until the original vacancy becomes available without surrendering the original preferential seniority rights. Such transcending seniority rights shall also apply to employees assigned positions under the provisions of Article XI, Paragraph 12(a) including employees who reach their former rate. Such transcending seniority rights shall not accrue to employees who subsequently bid other jobs, who are returned to their former jobs after temporary promotion, or are demoted after unsuccessful trial in a higher rated job, nor to employees who are demoted at their own

request. This preferential consideration does not transcend the seniority rights of employees who have returned to their former jobs after having been on leave of absence for military service.

#### **D. Transfers**

The Company may, at its discretion, transfer employees up to 35 miles from the employee's current work location or residence. When it becomes necessary for the Company to transfer an employee or employees from one locality or plant to another, or to newly-built facilities without expanding the work force, employees whose position is being transferred by the Company in the affected location will be first offered the opportunity to transfer to the new location. In the event that any affected employee(s) do not accept the transfer, the following process will be used:

1) The Company shall first offer and assign the transfer to qualified employees who currently hold the type and level of position in the local department being transferred by the Company. The offering and assignment will be made in order of employees' company seniority.

2) If positions remain unfilled, the Company shall then assign the transfer to qualified employees who currently hold the type and level of position in the local department being transferred by the Company. Such assignments will be made in inverse order of the employees' company seniority.

3) Subsequent vacancies within the local department will be filled by the Company by assigning the employees in the affected location within the department in order of their company seniority.

#### **E. Rehiring**

1. Former regular employees who have been laid off shall for a period of two (2) years from the layoff date, be considered for reemployment in their geographic area first, and the division second in accordance with their company seniority as of the layoff date. Regular employees who have been laid off, will be given preference before any new applicants are considered for a new job. If the layoff period does not exceed two (2) years, the employee's seniority status, upon reemployment for the purpose of their contract rights only (not pension rights) shall be deemed to be the same as if their employment had not been interrupted.

2. Former temporary and probationary employees, if rehired, will be considered as new employees.

3. When a former regular employee is offered employment of substantially the same type and grade of work in a regular position in the same geographic area as that performed by the employee prior to layoff and the employee does not accept it, there is no further obligation on the part of the Company to offer any other employment at a future date.

4. When a former regular employee accepts reemployment, the Company may require a physical examination looking to such reemployment, and if the employee appears to be in substantially the same physical condition as when the employee last left the employ of the Company, and the employee is physically able to perform the duties of the position being filled, there will be no bar to reemployment upon physical grounds.

5. When a regular employee is granted two or more successive leaves of absence, totaling a continuous period of six months or more, that portion of the leave of absence extending beyond six months shall be deducted in computing length of service, unless the leaves of absence were granted because of the personal disability of the employee or their military service.

#### **E. Temporary Partial Upgrading**

Whenever a Technical, Office and Clerical employee is temporarily assigned to perform some of, but not all of, the duties of a higher paid job, their rate of pay will be adjusted for the duration of such work. If the difference in pay is less than four (4) pay groups, the employee shall be paid the rate for the higher paid job as shown in Schedule A. If the difference in pay is four (4) pay groups or more, the increase in pay shall be determined by mutual agreement between the parties at the local level. This provision shall not apply in those cases where an employee's job specification indicates the requirement to direct the activities of other employees during the absence of a supervisor or other higher rated employee.

#### **G. Stewards**

No steward will be recognized by the Company until the Director-Industrial/Labor Relations has been notified in writing of their appointment by Local Union 97, IBEW.

## NUCLEAR ADDENDUM

1. This Addendum is established to recognize the specialized nature of the Nuclear operation. The parties agree that during the life of the Labor Agreement and this Addendum, the Company and the Local Union 97, IBEW will address areas of mutual concern at the local level. These areas of mutual concern may include, but are not limited to work schedules, job assignments, work processes and other items of interest. Issues will be addressed in a spirit of mutual cooperation. Furthermore, discussions and/or negotiations may include appropriate employees from affected work groups or departments, as agreed to with the President/Business Manager of Local Union 97, IBEW or designee. It is also understood that special circumstances, operational needs, and the requirement for speciality skills may require the parties to reach local understandings with regard to job posting and bumping procedures as well as other issues to ensure the continual safe and efficient operation of the Nuclear plants.

2. Understanding Article I, Paragraph 1 and Local Union 97, IBEW's concerns that the above paragraph will not set any precedent, all aspects of the above issues will be discussed in detail with Local Union 97, IBEW when required by the Labor Agreement.

3. Nothing contained in the above paragraphs supersedes the parties Labor Agreement negotiated between Local Union 97, IBEW and Niagara Mohawk Power Corporation.

**APPENDIX C**  
**EASTERN DIVISION**  
**SENIORITY PROVISIONS**

**A. Seniority Status**

1. The Company will furnish a seniority list of all employees in the Eastern Division on or about February 15th of each year. The seniority shown on this list will be Company seniority except as heretofore determined for particular individuals by prior mutual agreement and is for the purpose of this agreement only.

2. Additionally, semi-annually, Local Union 97, IBEW will be supplied a list of employees by name, address, seniority, and job classification.

**B. Posting and Bidding**

1. Job Vacancy postings shall be for seven (7) days, Wednesday through Tuesday. The Company shall post the notice of job vacancy on bulletin boards throughout the division at the work headquarters of the employees covered hereby. Bids will be received until the end of the closing date shown on the posting. Company mail, U.S. Mail or any appropriate means may be used to deliver the job bids, but the Company will not be responsible for late bids. Bids received after the job vacancy posting close date will be considered late unless a receipt from the bid sheet, signed and dated by a supervisor on or before the closing date, is provided to Employee Relations within 7 calendar days of the posting of the respective bid summary.

2. New jobs created in the respective bargaining unit will be posted.

3. Local Union 97, IBEW will be notified within ten (10) days of any such positions which the Company has decided not to fill, and the reasons given for the information of the employees.

4. Bids must be submitted on forms which are available at all principal work headquarters.

5. (a) Employees not on regular status are not eligible bidders, but they may use the standard bid form to express their interest in vacancies. There is no obligation on the Company to consider such employees, whether or not there are regular bidders.

(b) Regular employees with less than two (2) years of service are not eligible to submit bids for a period of six (6) months after having been awarded a regular job under the Post and Bid Procedure.

6. (a) Stewards may submit bids for employees who are absent during the posting period.

(b) The Company shall interview and award all jobs within four (4) weeks after publication of Job Summary Sheet.

7. (a) Where there is an opportunity for a job award, the employee having the longest continuous service record with the Company shall be first considered for the job award.

(b) Job awards shall depend on the employee's length of service and qualifications as to skill, knowledge, experience, character, physical fitness, attendance record, safety record and performance on other jobs.

(c) The award of jobs under the posting and bidding system will be discussed by the Company and the President/Business Manager of the Local Union 97, IBEW or designee before any award is made permanent.

(d) If, after promotion, a regular employee is found within six (6) months to be unsuited for the duties of the new position, the employee shall be returned to their former job, unless otherwise mutually agreed upon and in any event, without loss of seniority.

(e) When an employee is awarded a job under this procedure, the transfer to the new job will be effected within not more than three (3) weeks from the date of the award barring unusual or unforeseen events. The rate for the new job and seniority in a progression series will become effective not later than three (3) weeks from the date of the award.

8. A vacancy may be filled without posting and bidding by agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee.

9. The starting job in a progression series will be the one posted. Employees qualified for a higher grade may receive the award to which they are otherwise entitled in whatever grade they are qualified for, up to but not beyond the highest grade to which

the progression applies. Exceptions to this rule may occur in new positions which the Company specifically desires to fill in the new starting grade. They will be so marked on the posting.

10. Jobs will be posted throughout the Division.

11. Whenever a Technical, Office and Clerical employee is temporarily assigned to perform some of but not all of the duties of a higher paid job, the employee's rate of pay will be adjusted for the duration of such work. If the difference in pay is less than four (4) pay groups, the employee shall be paid the rate for the higher paid job as shown in Schedule A. If the difference in pay is four (4) pay groups or more, the increase in pay shall be determined by mutual agreement, between the parties at the local level. This provision shall not apply in those cases where an employee's job specification indicates the requirement to direct the activities of other employees during the absence of a supervisor or other higher rated employee.

### **C. Layoffs, Demotions and Terminations.**

1. The Employer shall determine whether a reduction in the work force in the Division is necessary, prepare a detailed plan on how the reduction shall be effectuated, which will be discussed with the Union. The plan should be such as will result in a minimum reduction in pay and minimum changes in location or work assignment of retained employees. The selection of employees for layoff, transfer or demotion resulting from a reduction in the work force shall be in the inverse order of their Company seniority unless otherwise mutually agreed.

2. The detailed plan will consist of known vacancies, names, job titles, departments and work locations of employees holding positions identified to be abolished and the estimated time frame for downsizing activity. The Company will discuss with the Union, in advance, modifications made to the plan as they may arise.

3. The remaining jobs within the Division, after determination of the number thereof, shall be filled by employees with the greatest Company seniority qualified to do the jobs. The number of employees in excess of that determined needed for the operation shall be declared surplus.

4. Employees with less than ten (10) years seniority whose specific jobs are abolished or who are bumped from their specific

positions, or displaced by the Company for purposes of Security Clause benefits, will be afforded the following options:

(a) The employees may bump back to their last prior regular job classification first by their former work headquarters, then by geographic area in which they held the position if they are senior to the incumbent. If the incumbent is senior in this position, the employee may then bump back to their next last previous specific regular position, first by work headquarters, then by geographic area. If the employee is unable to bump a junior employee the process is repeated to their next last previous specific regular job and so on, until they are able to bump a junior employee or employees may:

(b) Bump a junior employee in their own present job classification in the following sequence:

- (1) Work Headquarters
- (2) Geographical Area (Capital, Glens Falls, Gloversville)
- (3) Eastern Division

In A or B above, employees are required to displace the first junior employee they are able to bump.

(c) Employees who are unable to place themselves under the above procedure will be assigned on a seniority basis to the remaining surplus positions.

5. Where an employee has worked all their service with the Company in one group, the Company shall make every reasonable effort to relocate said employee in another group where the rate of pay and working conditions are similar to their former job based on Company seniority.

6. Any employee demoted three (3) or more pay groups may elect to take a separation allowance rather than accept transfer to the lower grade of work. If the employee accepts the separation allowance it will be computed under the terms, conditions and limitations of the Separation Allowance Plan on the basis of the wage rate then applicable to the job from which the employee is demoted. An employee who elects to take a separation allowance in lieu of a transfer to another job under these conditions will not be on the preferential rehiring list and if subsequently rehired, will be hired as a new employee.



## **. Rehiring**

1. Former regular employees who have been laid off shall for a period of two (2) years from the layoff date be considered for reemployment (as regular employees) subject to a physical examination. Entry level and unbid positions will be offered to those on layoff status in order of Company seniority. Individuals may refuse a job outside of their geographical area and still remain on the rehiring list. If the layoff period does not exceed two (2) years, the employees' seniority status, upon reemployment, for the purpose of their contract rights only (not pension rights) shall be deemed to be the same as if their employment had not been interrupted. If the layoff period exceeds two (2) years, the employee will not have their former seniority rights restored to them.

2. Former temporary and probationary employees if rehired will be considered as new employees.

3. When the former employee is offered employment of substantially the same type and grade of work as that performed by the employee prior to the layoff in the same geographical area and the employee refuses to accept it, there is no further obligation on the part of the Company to offer any other employment at a future date.

## **APPENDIX D**

### **SUPPLEMENTAL UNDERSTANDINGS**

#### **Effective June 1, 1976**

1. When employees are assigned to overhauls at generating plants in Oswego and at the Nine Mile Point site from outside the Oswego area, such assignments will be diversified to the extent practicable.

2. No employee shall be required to perform work on gas or electric manufacturing, generation, transmission, or distribution facilities owned or operated by a municipal corporation or municipally-owned company in areas where the Company has no franchise to do business, unless the Company is ordered to do so by a duly empowered court or governmental bodies or to maintain the integrity of the Niagara Mohawk System.

3. Any disciplinary documentation prepared by a management employee, to be filed in an employee's personnel folder, will be limited to a statement of facts and the discipline only. The President/Business Manager of Local Union 97, IBEW or designee will have the right to submit documentation for attachment to the disciplinary memorandum, if they choose. Disciplinary documentation in an employee's personnel folder for more than one (1) year will be reviewed annually and by mutual agreement, may be removed.

#### **Effective June 1, 1978**

4. Slosh boots will be provided to regular field employees where there is demonstrated need and with the approval of appropriate supervision. Where boots have been previously issued, slosh boots will be provided on a replacement basis as needed.

5. It is agreed that an agenda item at each quarterly Area Union-Management Safety meeting will relate to employee input for suggestions relative to the purchase of tools and equipment.

6. (a) The Company agrees on a System basis to provide a basic set of appropriate tools including tool box to any employee who commences automatic progression in the Garage Mechanic series.

(b) It is further agreed that the Company will provide Garage Mechanics with two (2) changes of coveralls per week.

**Effective June 1, 1980**

7. The Company agrees on a System basis to provide a basic set of appropriate tools on substation maintenance and transportation travel maintenance trucks.

8. Job Classification 9202 - Junior Clerk will be utilized, as specified, for any individual who is awarded a clerical position in Pay Groups four (4) through eight (8) (except in designated Trainee positions) and attains such position through a direct hire or is awarded such position from incumbency in the positions of Office Helper or Office Messenger.

**Effective June 1, 1982**

9. (a) The Company agrees to payroll deduction for any eligible bargaining unit employee who voluntarily chooses to contribute to COPE (Committee on Political Education) and forward such deduction to the International Brotherhood of Electrical Workers, AFL-CIO, Committee on Political Education. Such deduction will not be taken until an individually signed authorization card is forwarded to the Company. It is understood that the IBEW-COPE will use the money to make political contributions and expenditures in connection with federal, state and local elections and that voluntary contribution is in response to a joint fund-raising effort by the IBEW and the AFL-CIO.

(b) Local Union 97, IBEW will reimburse the Company for start up and ongoing costs. The ongoing costs will be reimbursed to the Company June 1 each calendar year. It is further understood that this procedure will not be instituted by the Company unless there is a minimum of 300 participants.

(c) The Brotherhood or any of its members agrees to hold the Company harmless from any and all liability that may arise by reason of any action taken or not taken by the Company for the purpose of complying with any provision of this understanding.

10. Where Division(s) is/are referenced in this Labor Agreement, such reference will be applicable in accordance with the AGREEMENT paragraph in the Preamble on page 12 of this Labor Agreement.

11. The five (5) positions of Assistant Mail and Agency Remittance Clerk and two (2) positions of Mail Remittance Teller

in Syracuse (Treasury Department) referenced under the asterisk (\*) at the conclusion of Schedule A will be scheduled 8:00 A.M. to 5:00 P.M., Sunday through Thursday. Such positions will be filled by volunteers from appropriate incumbent departmental personnel and subsequent job awards/new hires.

12. The seven (7) positions of Drafting Technician A-T/C and one (1) position of Plant Inventory Recorder A in Syracuse (Engineering Department-CAD) referenced under the asterisk (\*) at the conclusion of Schedule A will be scheduled 4:30 P.M. to 1:00 A.M., Monday through Friday. Such positions will be filled by volunteers from appropriate incumbent departmental personnel and subsequent job awards/new hires.

13. The ninety-six (96) Meter Reader/Meter Reader-Rural positions referenced under the asterisk (\*) at the conclusion of Schedule A, may be scheduled to work 8:00 a.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. to 5:00 p.m. on Saturday. Such positions will be filled by volunteers from appropriate incumbent departmental personnel and subsequent job awards/new hires to the following maximum limits.

**Meter Reader or Meter Reader-Rural:**

Location	As of 3/1/96	1996	1997	1998	1999
Buffalo Area	7	16	17	18	19
Niagara Falls Area	2	0	0	0	0
Cattaraugus Area	1	1	1	1	1
Genesee Area	1	1	2	2	2
Angola Area	1	1	1	1	1
Lakewood	1	1	1	1	1
Dunkirk	1	1	1	1	1
Syracuse	6	15	16	17	19
Fulton	1	1	1	1	1
Oswego	2	2	2	2	2
Watertown	2	2	3	3	3
Potsdam Area	1	1	1	1	1
Mohawk Valley Region	3	10	11	12	13
Capital Region	6	18	19	22	24
Amsterdam	1	0	0	0	0
Gloversville	1	2	2	3	4
Glens Falls	2	2	2	3	4
Total	39	74	80	88	96

Additionally, the number of occupied Meter Reader-Rural positions in the system will, unless mutually agreed to otherwise, not drop below twenty-four (24) for the duration of this agreement. This level will be reached by attrition, and allocated fairly between the divisions.

Work schedules for Meter Readers will include two consecutive days off. All pending Meter Reader-Rural arbitrations will be withdrawn without precedent or prejudice.

### **Scheduled Meter Reader-Safety Issues**

To address concerns about reading meters at certain hours in potentially unsafe areas, appropriate discussions will be held on a local basis. Meter Readers working in recognized high crime areas will be provided communication by radio or other available means such as cellular phones. The potential unsafe city areas will be determined jointly on a local basis.

14. Biennial eye examinations performed by a qualified Occupational Health Nurse will be provided to those employees required, in the course of performing their duties, to spend inordinate periods of time viewing cathode ray tubes and/or video display terminals. Questionable examination results will be reviewed with a qualified physician by the Employee Relations Department and where necessary, said qualified physician will contact the employee advising only of the necessary follow-up steps that should be taken.

### **Effective June 1, 1984**

15. Whenever bargaining unit employees are required to work or receive training in another area outside of their geographical area, prompt notification will be made to the President/Business Manager of Local Union 97, IBEW or designee. This understanding is not applicable to employees involved with system, divisional or regional responsibilities such as: Transportation, Engineering, Meter & Test, etc.

16. The Company agrees a revised pay check stub will be furnished to all employees detailing base pay, overtime pay, upgrading, bonus, etc., as soon as it is practicable.

17. Certain job classifications will require the successful completion of a validated physical demands survey prior to award. Other validated testing procedures for Power Plant Operators,

Power Plant Maintenance classifications and specific Clerical classifications including Meter Readers will be subject to joint review prior to implementation.

18. With certain understandings regarding future staffing, the principles of automatic progression are modified to provide that an employee who fails to complete required outside schooling will remain at the applicable job level and will not be removed from the job series.

19. Certain understandings regarding safety, training, resolution of problems, etc. were reached regarding the operation and programming of computers and video display terminals.

20. The Brotherhood agreed to continue their cooperation with the Company in the monitoring of meal abuses with the understanding that the Company will review present internal administrative procedures and adopt a uniform plan to control same.

21. The Brotherhood agreed to monitor the number of bargaining unit employees in attendance at meetings with the Company at the System, Division and Committee levels. Specific numbers at grievance hearings and travel limitations were agreed upon.

22. It is agreed that when new major transportation equipment or tools are introduced at the Company, an employee evaluation form will be initiated for completion by the user. Normally, discussions will subsequently be held at a Joint System Safety Subcommittee meeting before mass purchase is undertaken. However, it is understood that the Company is under no obligation or restriction in the ultimate decision or purchase of same.

23. Where available, the Company will furnish Local Union 97, IBEW a detailed organization chart on a periodic basis.

**Effective June 1, 1986**

24. The Company reaffirms its commitment to continue the procedure whereby they will discuss with the appropriate Union Representatives, in advance, any job that must be let to an outside contractor prior to the letting of such contract. This procedure does not apply in those cases where the work is not normally performed by Company employees nor does it apply in bona fide emergency situations. In addition as part of this procedure, "good faith discussions" will be held with applicable Union Representatives, outlining the work to be performed and the current projec-

tions for the existing work force. The intent behind this provision is to provide open and frank discussion with Union Representatives, not mere notification. This procedure will be closely monitored and the Company agrees that any abuses or problems may be referred to the System level for resolution.

25. (a) A twenty dollar (\$20.00) bonus will be paid to any employee who initially reports conditions whereby unmetered or free service is being received. Once the condition is verified, the employee will receive \$20.00 per device with a maximum of two (2) Bonus awards per location, provided that the information leading to the report was not obtained from computer printouts or other sources which are accessible to such employee in the normal performance of the job.

(b) A twenty dollar (\$20.00) bonus will be paid to any employee who initially submits a report whereby the customer is being billed with an incorrect meter multiplier (constant). A five dollar (\$5.00) bonus will be paid to any employee who initially submits a report whereby the customer is being billed on the incorrect service classification (rate code). This is provided that the information leading to the report was not obtained from computer printouts or other sources which are accessible to such employee in the normal performance of the job.

26. A TOC Joint Job Analysis Subcommittee has been established between the parties to review certain job classifications and to address the impact of new technology such as: Computers, VDTs, word processing, etc. This Subcommittee will convene as soon as possible and provide their recommendations to the Local Union and the Company as soon as it is practicable.

27. "Moves and changes" in specific internal telephone system will be performed by Company employees. This provision is to be established as expeditiously as possible.

28. The present policy regarding the wearing of beards at electric generating stations will be relaxed upon review by each Plant Superintendent, applicable Safety Director and Local Union 97, IBEW Representative.

**Effective June 1, 1990**

29. With the reaffirmation that all other meal provision practices contained in Article X shall remain as presently administered, it was agreed that when a shift worker is not provided an adequate

meal period for their first overtime meal, one (1) hour's pay at the applicable overtime rate will be granted with the understanding that such pay shall not be counted as time worked in regard to any other provision of the Labor Agreement, with the exception of the revisions in Article X, Paragraphs 2 and 3.

30. Clarification of the qualification for Service Representative A Job Specification, Job No. 7013 is agreed to - under education to include one of the following: Principles of A-C Circuits, Electricity and Magnetism, Electric Power Measurements, Pipe Fitting Practice, Pipes and Fittings or comparable educational course; under experience to include one of the following: Tester, Garage Mechanic, Line Mechanic, Gas Mechanic, Maintenance Mechanic, Mechanic, Cable Splicer, Electrician, Tree Trimmer or Service Representative Helper.

31. Clarifications were agreed upon whereby applicable employees during inclement weather will perform certain productive work which will include maintaining the interior and exterior cleanliness of Company vehicles. It was further agreed that users would perform normal maintenance checks such as oil levels on Company vehicles on a periodic basis.

32. Notwithstanding Article X, Paragraph 16 of this Labor Agreement, applicable employees will only be entitled to their designated lunch break for the period May 15 to October 15. During this period any travel time to obtain lunch will be during the designated lunch break.

33. Supervision within a Department will designate the type and number of welding certificates/procedures which will be required and maintained by specified employees within the Department. The reimbursement for any specific certificate/procedure will cease should an employee fail to maintain the prescribed certification or where applicable bid out of such position. Areas where this understanding is to take place are: Nuclear Generating Stations, Substation Departments, Gas Departments and Shops.

34. Employees required to obtain Federal Drivers' Licenses mandated by the Federal Department of Transportation will be reimbursed by the Company for the initial costs of the written test, the road test and the license. Company training will be provided during work hours.

35. Bidding restriction for Plant Guards and Nuclear Security Officers is for a five (5) year period with limitations of 25% of



an existing complement at a specific work location being eligible for release during a calendar year. Additionally, it was agreed that every fourth vacancy in a Plant Guard job will be awarded to a qualified bidder when applicable under the provisions of the Post and Bid Procedure.

36. It was agreed between the parties that where agreement could be reached locally regarding crew complements and the scope of individual projects regarding common trench projects (such as Gas, Electric, Telephone and CATV), this work would be undertaken by Company crews similar to the previously agreed pilot projects.

37. The President/Business Manager of Local Union 97, IBEW or designee will be allowed to participate in a derogatory evaluation of Temporary and Probationary employees. Also, it was agreed to furnish the President/Business Manager of Local Union 97, IBEW or designee with copies of all temporary/probationary evaluations.

38. The parties agreed that Job 1103, Maintenance Evaluator would be revised to provide consistency and include additional applicable job classifications.

39. The parties agreed that the additional shift turnover pay of two and one-half (2.5) hours per week for a Chief Shift Operator - Nuclear and two (2) hours per week for a Nuclear Auxiliary Operator E which became effective June 12, 1988 would be rescinded.

#### **Effective June 1, 1993**

40. (a) Considering existing procedures, when temporary upgrading of a bargaining unit employee to a management position is required, the applicable seniority list of qualified personnel will be utilized to obtain a volunteer. If there is no acceptance, the junior qualified person will be drafted for a period not to exceed 3 weeks, unless otherwise mutually agreed upon by the appropriate parties. At the end of the three-week period, the process and draft as stated in this Paragraph shall be repeated as often as necessary for the duration of the temporary upgrading. Individuals not qualified will be so informed and required to correct their deficiencies prior to being temporarily upgraded to a management position.

(b) When upgrading occurs to a management position by a represented employee, the resulting vacancy, when it repre-

sents the highest pay group within the work group, will be back-filled by upgrading a qualified employee from within the applicable work group.

(c) While the represented employee is upgraded to management, the employee will only be performing management work and, in addition, the open position will not be replaced or filled by an additional contractor.

(d) By mutual agreement, a voluntary supervisory training program may be established within a specific work group to enhance in-house upward mobility. The duration of this training program will not exceed the mutually agreed upon time frame within a calendar year.

41. Employees opting to take home study courses in lieu of courses at qualified learning institutions, in order to qualify for promotion in designated progression job series, or for any future promotion, will undertake any testing requirements connected with such courses at Company locations monitored by a management employee. All tests will be returned to the employee by the Company once graded by the specific home study organization. In addition, the Company agrees to pay 100% of the cost of International Correspondence School (ICS) courses.

42. When Vermeer M-50-H, Vermeer T-600, Parsons 626 Trenching Machines or like and current updated equipment are utilized by Gas Department personnel, they will be operated by a Gas Mechanic C or Chief Gas Mechanic A. When a Mueller or Williamson tapping machine is operated by a Gas Mechanic C, the employee will work with a crew when operating this equipment.

43. With certain understandings, the following job classifications were placed in automatic progression series with a one-year progression step requirement in each position.

- |  |                  |
|--|------------------|
| a) Plant Guard - A/B/C                     | Pay Group 6/8/10 |
| b) Typist/Typist Clerk - A/B/C             | Pay Group 4/6/8  |
| c) Stenographer/Stenographer Clerk - A/B/C | Pay Group 7/9/11 |
| d) Janitor - B/C/D                         | Pay Group 5/7/9  |

Regular and Probationary employees bidding into such positions at a pay group equal to or higher in the series will be placed at the next applicable higher pay group.

44. The Joint Committees will complete its work concerning two clerical jobs (Plant Operating Clerk and Engineering Clerk) in the Nuclear Division and the results brought to the Local Union and the Company no later than December 31, 1996 and subsequently be put to ratification in an expeditious manner. Additionally, the committee will complete its work on the Operations Clerk series so that these jobs can be ratified jointly.

45. The Company informed the Brotherhood of its plans to more closely review the present field administration of the Inclement Weather provision (Article XV, Para. 4) where it now applies. The Brotherhood and the Company agreed to cooperate in addressing abuses brought to their attention. Specific cases may be referred for discussion between the Company and Local Union 97, IBEW for the purpose of clarification and resolution.

46. A joint committee will be established to determine methods to expedite the process of reviewing job specifications for which there have been claims of a material job content change.

47. A joint committee will be established in an attempt to resolve problems in the Construction Services Department.

48. An understanding between the parties was reached for Local Union 97, IBEW, Employee Relations and local management to meet to resolve the problems involving the schedules of certain specified Technicians (Chemistry and Radiochemistry) at Nine Mile.

49. The parties agreed that in those Operator positions where the Plant Operator Selection System (POSS) is required as part of the qualifications for entry into the series, such Selection System will be provided to employees no more than three (3) times and the survey will not be given until at least a six (6) month interval has taken place. Further, in the Nuclear Division, the psychological portion would be excluded for the term of this Agreement. The POSS testing process is as provided in the Settlement Agreement dated June 30, 1992.

#### **Effective March 1, 1996**

50. All Memorandums of Agreement between the Company and the Local Union 97, IBEW were continued with the understanding that there may be requirements for modification due to the recommendations of the agreed upon Subcommittees.

## Effective June 1, 2001

51. A maximum of 25 Customer Representative D's in the Central Division will be eligible to telecommute in accordance with certain criteria described in the Memorandum of Understanding on Telecommuting.

52. The Customer Representative D position is revised to include 36 months at pay group 16 prior to achieving pay group 18. This change will not affect employees who were qualified for the Customer Representative D position as of June 1, 2001.

53. The Multilith Operator job series is reclassified as a Printing Specialist job series including a Chief Printing Specialist. Future Printing Specialists will be required to meet revised qualifications. New Pay Groups for the Printing Specialists are as follows:

<u>Printing Specialist A:</u>	<u>PG 8</u>
<u>Printing Specialist B:</u>	<u>PG 12</u>
<u>Printing Specialist C:</u>	<u>PG 16</u>
<u>Chief Printing Specialist:</u>	<u>PG 19</u>

54. The following Memorandums were created or modified as a result of the 2001 contract negotiations:

Cash Balance

Cash Balance Addendum

Child Adoption Program For Represented Employees

Contractors. Guidelines For The Use Of

Customer Representative D

Future Meter Readers

Part-time Employees

Printing Specialist Job Series

Residency

Scheduled One-Person Street Light Service Mechanic C Crew

Seasonal Positions

Telecommuting Agreement for Customer Representative D

Two-Person Line Crews

## **APPENDIX E**

### **MEMORANDUMS OF UNDERSTANDING**

Included in this Appendix are selected Memorandums of Agreement between the Company and Local Union 97, IBEW. Additional memorandums of agreement exist and are in effect between the parties, and are not reflected in this Appendix. Copies of those agreements may be obtained by contacting the Company's Industrial/Labor Relations office.

#### **1. Cash Balance Pension Plan for Represented Employees**

1) The pension plan for represented employees will be amended to include a Cash Balance Plan (CBP) provision effective July 1, 1998. The CBP for represented employees will include the following plan design components:

- a) The CBP plan will provide, at the employee's option, a lump sum distribution or selection of an existing annuity option, for eligible employees at the time the employee retires, resigns, or separates from employment with the Company.
- b) Company contributions to the plan, in the form of pay credits, will be based upon an eligible employee's years of service with the Company, and their base wages, in accordance with the following schedule:

Years of Service:	Pay Credits:
0-4	4% of base wages
5-9	5% of base wages
10-14	6% of base wages
15-19	7% of base wages
20 or more	8% of base wages

The Company will calculate pay credits on a weekly basis and apply the monies to employee accounts monthly.

"Years of Service" for the purposes of the CBP will be on a calendar year basis effective July 1, 1998. Changes in pay credits will become effective January 1 of the year in which eligible employees reach the threshold years of service required to advance to the next higher bracket.

- c) Active represented employees who have attained age 40 and have completed at least 10 years of service as of

July 1, 1998, as defined under the terms of the current pension plan, will receive the larger of the CBP benefit or the benefit under the current final average pay formula as provided by the current defined benefit pension plan.

- d) Initial individual employee accounts in the CBP will be established with an opening balance equal to the present value of the employee's accrued benefit as of July 1, 1998 as calculated using an assumed retirement age of 60.
- e) Interest credits will be applied to employee accounts monthly based upon the rate available on 30-year Treasury bonds. Interest credits will be applied after pay credits have been applied. The Treasury bond rate will be calculated based on the daily average as published by the Federal Reserve for the entire month of September of each year in accordance with all applicable laws, to be applied to employee accounts beginning the following January 1st.
- f) Employees on an approved leave of absence from the Company and covered by the Memorandum of Agreement for Union Officers Leave of Absence shall have pay and interest credits credited to their accounts while on their approved leave.
- g) With the commencement of the CBP amendment, the Widow's Benefit Option will be eliminated for eligible active represented employees effective July 1, 1998.
- h) Employees opting voluntarily for a distribution from the CBP, either in full or as an annuity option, shall not be eligible for placement on a preferential rehire list, and if rehired, will be considered as a new employee.
- i) Spouse benefits under the pension plan, if applicable, and a secondary beneficiary designation option will be offered in accordance with applicable laws.
- j) A summary plan description of the CBP will be reviewed and discussed with the union committee.

k) *The Company will apply the applicable pay credits as outlined above to those employee work hours approved absence for union business (pay code 53).*

l) *In the event the Company utilizes a work schedule for regular, full-time employees that does not provide the employee with 2080 base work hours on an annual basis, pay credits will be applied to the employee's CBP account in an amount equal to that which the employee would have been eligible had the employee worked 2080 base work hours.*

m) *Part-time, temporary, probationary and recalled employees in temporary positions will receive credit for one years service for CBP purposes only for each year worked with the Company regardless of the number of hours actually worked in that year. This change is effective July 1, 1998.*

2) *Financial consulting services, as identified by the Company, will be made available for up to 3 hours per year per employee to represented employees through 1999. If this agreement is not ratified, these consulting services will be terminated by the Company.*

3) *Medicare Part B reimbursement will be eliminated for all represented employees, and their eligible dependents, who retire on or after July 1, 1998.*

4) *Represented employees eligible for disability retirement benefits will continue to be eligible as provided under the terms of the current Disability Retirement Plan. Eligible employees will have access to their benefits under the represented CBP at the conclusion of their limited disability retirement benefits, or age 65 if eligible for lifetime benefits under the Disability Retirement Plan.*

5) *Eligible employees will have access to benefits provided under the CBP at the conclusion of any separation allowance benefits for which they may be eligible and receiving.*

6) *The Company will modify the NMPC Represented Employees' Saving Fund Plan to allow employees the option to transfer monies from the represented employee's CBP at the time the employee retires, resigns or separates from employment with the Company.*

These changes are subject to ratification by the members of IBEW Local Union 97 and approval by the Board of Directors of the Company before becoming final.

Dated: May 12, 1998

Signed and Agreed:

**Local Union 97, IBEW:**

Derick J. Quackenbush

Derick J. Quackenbush  
President, Business Manager  
and Financial Secretary

**Niagara Mohawk  
Power Corporation:**

David J. Walsh

David J. Walsh  
Executive Director  
Employee Relations



## **2. Addendum to the Cash Balance Pension Plan for Represented Employees**

Niagara Mohawk Power Corporation and Local Union 97 agree to the following pension benefit changes and additions to the existing Memorandum of Agreement concerning the Cash Balance Pension for Represented employees:

(1) Effective June 1, 2001, the transition group for the Cash Balance Plan will be expanded to include eligible represented employees whose age and years of service equals 50 points and who had a minimum of 5 years of service as of December 31, 1998. Eligible represented employees must have been on the active payroll as of December 31, 1998 and as of May 31, 2001. Also included in the transition group are eligible represented disability retirees who returned to employment by May 31, 2001 and who had 50 points with 5 years of service as of December 31, 1998. Any returning employees must work at least one continuous year to be eligible for the transition group benefit.

(2) Effective June 1, 2001, the July 1, 1998 opening cash balance accounts will be enhanced by calculating the opening account assuming a deferred retirement age 57 for eligible, active represented employees as of May 31, 2001.

(3) The \$16,500 limit in the Covered Earnings definition in the Pension Plan, used in the calculation of final average pay benefits, will be adjusted in annual increments to a limit of \$27,000 in the year 2007 as follows:

- (a) \$18,000 for the period August 1, 2001 through December 31, 2001;
- (b) \$19,500 for the period January 1, 2002 through December 31, 2002;
- (c) \$21,000 for the period January 1, 2003 through December 31, 2003;
- (d) \$22,500 for the period January 1, 2004 through December 31, 2004;
- (e) \$24,000 for the period January 1, 2005 through December 31, 2005;
- (f) \$25,500 for the period January 1, 2006 through December 31, 2006; and
- (g) \$27,000 for the period January 1, 2007 through December 31, 2007

Dated: June 1, 2001

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr

Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh

David J. Walsh  
Vice President  
Employee Relations

### **3. Guidelines for the Use of Contractors**

Management has agreed to limit the use of contractors on Niagara Mohawk property.

The IBEW believes that the use of contractors inevitably leads to replacement of Niagara Mohawk union labor with contract labor, causing the loss of both positions and overtime potential.

Management believes that the flexibility to contract is necessary to conduct its business in a competitive manner.

Both parties recognize that steadily increasing competition has created increasing pressure on the Company to control rising customer costs.

For its part, the IBEW has indicated a willingness to work with the Company to control costs. But it maintains that contracting is not a solution. The IBEW contends that issues such as quality and work force morale create "hidden costs" that ultimately exceed any short-term savings associated with contracting. Both parties agree that some level of contracting is required to deal with legitimate peak manpower requirements; emergency situations; and to meet unusual skill requirements.

The following guidelines for the use of contractors provide for the use of contract labor in a manner that meets the interest of both the management and the IBEW.

#### **A. Joint Interpretation of Article IV, Section 5**

1. The use of the word "limit" as used in Article IV, Section 5, Paragraph 2, is understood by the parties to mean: the controlled use of contractors with the intent to maximize the use of in-house personnel.

2. The use of the term "specific work group" as used in Article IV, Section 5, Paragraph 3, and elsewhere, is understood by the parties to mean:

- a. In the Western Division - location and department
- b. In the Central Division - local union and district department
- c. In the Eastern Division - local union and district department

3. Article IV, Section 5, 3rd Paragraph, in its entirety is clarified by the following:

- a. In the event of a reduction of the work force, the Company will not eliminate bargaining unit jobs and replace those jobs with contractors.
- b. If workload materializes that has a defined scope and duration less than or equal to one year, the use of temporary positions, overtime, work sharing, etc. will be explored before the consideration of contractors.
- c. If continuing long-term (greater than one year) workload materializes, the posting of jobs will be considered in good faith.
- d. No employee will be laid off or suffer loss of straight-time pay as a result of contracting in that specific work group.

B. Analyzing the Need for Contractors

The ingredients for analyzing the need for contractors include the following:

1. Supporting documentation that compares in-house work force capacity (including scheduled overtime) with work load forecasts, identifying relative variances and include the following:

- a. Work schedule windows
- b. Net availability of in-house work force
- c. Ability of in-house work force qualifications
- d. In-house work force qualifications
- e. In-house work force priorities
- f. Overtime use:

If the Company contracts work that is normally done by represented employees, the Company must offer a mutually agreeable amount of overtime as determined in good faith in the affected specific work group while sustaining mutually agreed upon productivity levels. Emergency response will be a consideration in the good faith discussions.

2. When cost is included as part of the Company's justification for the use of contractors, the following information will also be included in the analysis:

a. Project cost comparison between in-house work force and contractors.

i. All contractor cost comparisons will include fully loaded NMPC costs including NM Inspection and administration costs.

ii. IBEW leadership will be provided all information regarding the contractor/bid award process, final project cost figures and contractor performance evaluations in advance of meetings.

3. In order to facilitate the effective communication of cost information associated with 2(b) above, a joint committee will be formed to develop a method of comparing in-house vs. contractor costs with all information to be shared with the Brotherhood.

#### C. Inspection and Evaluation of the Performance of Contractors

1. At the conclusion of each contract initiated under this Memorandum of Understanding, the parties involved in the original good faith meeting will meet to review contractor performance. Contractor performance will be evaluated in regard to compliance with Company standards, total cost, and overall job quality. The contractor evaluation form will be reviewed and given to the local union representative at that time.

#### D. Notifications

1. Following the conclusion of the good faith meeting, the Union will be formally notified and provided by the appropriate system, divisional or regional department head, with a listing of projects discussed, for which contractors will be used. This notification will include the reasons why union alternatives, if submitted, were or were not adopted.

Dated: June 21, 1990  
June 1, 1993  
Revised: June 1, 2001

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr.  
Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh  
David J. Walsh  
Vice President  
Employee Relations

#### 4. Memorandum Regarding Future Meter Readers

With the cooperative effort between Niagara Mohawk Power Corporation, (Company) and Local Union 97, IBEW (Union), the following terms and conditions have been reached with respect to covered employees holding the position of Meter Reader.

1. For purposes of this memorandum, "covered employees" are all employees hired on or after the date of this memorandum, and all current employees who, as of the date of this memorandum, have only held a regular position at pay group 8 or less.

2. Effective with the signing of this memorandum, covered employees holding the position of Meter Reader, Job Number 7301, will be paid according to the following schedule:

- a. Upon initially entering a Meter Reader position, a covered employee will be eligible for pay group 3, step 1. Upon successfully completing their six (6) month probationary period, and attaining regular status, the covered employee will be eligible to progress to pay group 3, step 2. If, by mutual agreement between the Company and Union, the services of a temporary employee are extended beyond six months, the temporary employee will be eligible to progress to pay group 3, step 2.
- b. Upon successful completion of twelve (12) continuous months in a regular Meter Reader position the covered employee will be eligible to progress to pay group 4, step 2.
- c. Upon successful completion of twenty-four (24) continuous months in a regular Meter Reader position, the covered employee will be eligible to progress to pay group 5, step 2.
- d. Covered employees holding pay group 3 and pay group 4 Meter Reader positions will be eligible to earn additional pay based on the specific performance criteria and the performance payment schedule outlined in Attachment A of this memorandum.
- e. The initial posting of 41 Meter Reader positions will be posted as either regular, full-time or part-time positions as outlined in Attachment B of this memorandum. Future positions may be posted as temporary,

regular, part-time, etc. positions at the Company's discretion. In the event that temporary positions are posted, the reason for such posting shall be discussed with the Union.

- f. Regular full-time pay group 9 Meter Reader positions which are occupied as of the date of this memorandum will not be abolished for the purposes of replacing them with pay group 3 Meter Reader positions as provided for by this memorandum. The Company may replace the pay group 9 Meter Reader positions as it deems appropriate when the positions become vacant. In the event that the Company determines a work force reduction is necessary, part-time, temporary, and covered employees holding Meter Reader positions in the affected work location will be abolished before occupied, full-time pay group 9 Meter Reader or occupied, full-time pay group 13 Rural Meter Reader positions are abolished.
- g. Unless otherwise mutually agreed with the Local Union 97, IBEW President, Business Manager, or designee, the number of covered employees occupying part-time meter reader positions will not exceed a ratio of 1:7 when compared to the number of covered employees occupying full-time Meter Reader positions in the Meter Reading Department. For example, the number of covered employees occupying part-time Meter Reading positions could not exceed 30 if the number of covered employees occupying full-time Meter Reader positions were 210.

3. This memorandum does not apply to regular, full-time employees, or former regular, full-time employees who, as of the date of the memorandum, meet either of the following criteria:

- a. Previously held a Meter Reader position, regardless of whether the position was temporary or regular.
- b. Employees rehired by the Company from the current preferential rehire list who previously held a Meter Reader position, regardless of whether the position was temporary or regular, or previously held any regular position at pay group 9 or above.



4. This memorandum also does not apply to incumbent regular employees holding a Meter Reader position as of the date of this memorandum. Likewise, this memorandum does not apply to temporary employees holding Meter Reading positions as of the date of this memorandum who have more than six months continuous service in the Meter Reader position.

5. Meter Reader positions covered by the terms of this agreement will only be posted for positions in the Meter Reading Department.

6. Note 4 at the end of Schedule A of the Labor Agreement applies to all covered employees. This memorandum does not affect Appendix D, paragraph 13 of the current Labor Agreement.

7. The lock-in restriction of the current Part-Time Agreement applies to employees holding part-time Meter Reader positions. Under terms of this agreement, part-time employees holding part-time Meter Reader positions will be considered eligible bidders for posted regular, full-time pay group 3 Meter Reader positions in accordance with the applicable divisional appendices. Upon being awarded a regular, full-time Meter Reader position under the terms of this memorandum, such employees will be placed at the applicable progression level recognizing all previous continuous service the employee may have in a Meter Reader position.

8. For the purposes of the posting and filling of the original 41 Meter Reader positions identified in paragraph 2(e) of this agreement, the lock-in restriction for part-time employees will be waived, and the bids from such employees will be considered in accordance with the provisions of the applicable divisional appendix. This waiver does not apply to any part-time employee whose position is within the Collections Center or Customer Service Center. For those part-time employees the applicable lock-in restrictions remain intact.

9. All other terms and conditions for employees hired under this memorandum of understanding will be as provided by the Labor Agreement and applicable Memorandums of Agreement.

**(Memorandum Regarding Future Meter Readers)**

Date of Agreement: February 23, 2000

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr

Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh

David J. Walsh  
Vice President  
Employee Relations

**ATTACHMENT A**  
**(Memorandum Regarding Future Meter Readers)**

1. Effective with the date of this memorandum, covered employees holding the position of Meter Reader will be paid according to the following schedule:

- a) Upon first entering the position, the covered employee will be eligible for pay group 3, step in accordance with the applicable wage schedule as contained in the Labor Agreement.
- b) Upon attaining regular status, and successfully completing six (6) continuous months of service, the covered employee will be eligible to progress to pay group 3, step 2 in accordance with the applicable wage schedule as contained in the Labor Agreement. In addition, the covered employee will be eligible for additional compensation of up to \$300 per quarter for satisfactorily meeting the performance standards outlined in Table A below.
- c) Upon successful completion of twelve (12) continuous months as a regular employee holding a meter reader position, the covered employee will be eligible to progress to pay group 4, step 2 of the applicable wage schedule as contained in the Labor Agreement. In addition, the covered employee will continue to be eligible for additional compensation of up to \$300 per quarter for satisfactorily meeting the performance standards outlined in Table A below.
- d) Upon successful completion of twenty-four (24) continuous months as a regular employee holding a covered meter reader position, the covered employee will be eligible to progress to pay group 5, step 2 of the applicable wage schedule as contained in the Labor Agreement, but will no longer be eligible for the additional compensation outlined in Table A below.
- e) Covered employees holding part-time meter reader position will be eligible for additional compensation for meeting performance standards based on the number of actual hours worked by the covered employee per quarter. The assessment of performance standards

and the amount of additional compensation the covered employee will receive will be determined by the Company and will be proportional to that of covered, full-time employees.

- f) Performance- standards as outlined in Table A below, and the dates of payment of the additional compensation, are to be determined (TBD) by a Joint Committee and agreed to by the President/Business Manager of Local 97 and the Vice President-Employee Relations by the end of the first quarter of 2000.
- g) All other terms and conditions for employees hired under this memorandum of understanding, relative to Revised Wage Schedules K and J, are in accordance with the Labor Agreement.

**Table A**

Measure	Standard	Compensation
Access	TBD by end of 1st Qtr 2000	TBD: 100% = \$100
Accuracy	TBD by end of 1st Qtr 2000	TBD: 100% = \$100
Attendance	No lost time code 31-35, 50,60, or Leave of Absence	No lost time: 100% = \$100

**ATTACHMENT B**  
**(Memorandum Regarding Future Meter Readers)**  
**LOCATION OF ADDITIONAL POSITIONS**

AREA	PART-TIME METER READERS	FULL-TIME METER READERS
Capital	11	4
Central	5	2
Frontier	19	0
TOTAL	35	6

## 5. Memorandum Regarding Part-Time Employees

With the cooperative effort between the parties, the Joint Company/Union Part-Time Committee has concurred that the utilization of part-time employees will be determined in accordance with this understanding.

1. A part-time employee is a worker who normally works under the following type of conditions, which are not considered all inclusive:

- a) during peak periods;
- b) when the work does not demand a full-time employee;

A part-time employee customarily works less than 31 hours in a week. When scheduled to work within a given work week (Sunday through Saturday), a part-time employee will be scheduled to work a minimum of eight (8) hours per week.

- 2. a) The addition of part-time employees within a specific work group will not be utilized to reduce regular full-time positions within that work group.
- b) The addition of part-time employees within a specific work group will not be utilized to reduce temporary or duration positions, or the upgrading of lower rated employees.
- c) Regular occupied full-time positions that are abolished cannot be filled with part-time employees for a period of one year from the date of abolishment.
- d) If a regular occupied full-time position is vacated by an incumbent for any reason other than abolishment (bidding out, retirement, etc.), and the work load no longer dictates a full-time position, a part-time position may be utilized.
- e) The Company will not hire two or more part-time employees in one department or work group if a regular full-time employee could perform the same work in an 8 hour day, 40 hours per week, unless otherwise mutually agreed to between the parties.

### 3. Seniority

- a) For bidding purposes only, union seniority for part-time employees will be calculated commencing from the date of hire. Where the hire dates are equal, the seniority dates will be determined in accordance with the applicable appendix. Once the employee is awarded a full-time regular position, the seniority date will be adjusted to reflect one half the value of time spent as an active part-time employee since the date of hire.
- b) For employees in a progression series or in a job classification requiring time in grade, the progression will occur in accordance with the job specification on the basis of 2080 hours equaling one year. Only regular hours worked will be considered.

### 4. Post & Bid

- a) All part-time positions will be posted and awarded in accordance with the applicable post and bid procedure.
- b) If a part-time employee is awarded a temporary position, the employee will keep their part-time status with no restriction for hours worked referenced in paragraph 1 of this agreement. Only those part-time employees with more than two (2) years continuous service may return to their former position at the conclusion of a temporary assignment. Part-time employees with less than two years continuous service may be offered the opportunity to return to their previous position at Management's discretion based upon operational need.
- c) When an employee successfully bids or is hired into a part-time position, such employee will be required to serve twelve (12) months as a part-time employee before being considered an eligible bidder for a full-time vacancy in any position outside of their workgroup (see note 1). The twelve (12) month restriction will be waived if the employee is bidding a regular full-time or higher pay group part-time position in his/her current workgroup.

- d) Any part-time employee who obtains a regular position and has worked at least 2080 regular hours as a part-time employee, will be placed in the appropriate pay group and step of the dollar more wage scale.

Note 1. For the purpose of the administration of this provision, Customer Representatives in Communications, will be considered a different work group from Customer Representatives in AP & Q and will be restricted from cross bidding for a one year period, unless bidding to a regular full-time position or higher rated part-time position.

5. In case of curtailment of the workforce, regular full-time employees may displace part-time employees, if qualified, in accordance with the appropriate divisional appendices.

- a) Part-time employees cannot bump or displace full-time regular employees.
- b) A part-time employee can only bump a part-time employee with less seniority.
- c) A regular displaced employee can bump into any part-time position for which they are qualified, in accordance with the applicable divisional appendices.

6. Regular employees attaining a part-time position from a rehire list will retain their rehire rights under the applicable appendices according to their seniority at the time of layoff.

7. Regular full-time employees attaining a part-time position will be required to take their previous year's vacation leave prior to assuming the part-time position. The company will make a reasonable effort to allow for the use of the leave. Vacation leave earned in the current year prior to moving to the part-time position will be credited to the employee in the following year. Part-time employees will be eligible for paid vacation in accordance with the schedule noted below.

- a) Part-time employees who have completed less than one (1) year of continuous service on December 31st of the previous year shall have four (4) hours of paid vacation during the current year for each full month of continuous service rendered during the previous year except that such vacation period shall not exceed forty (40) hours.

- b) Part-time employees who have completed one (1) year or more of continuous service on December 31st of the previous year shall have forty (40) hours of paid vacation during the current year.
- c) Part-time employees who have completed six (6) years or more of continuous service on or before December 31st of the previous year shall have eighty (80) hours of paid vacation during the current year.
- d) Employees who do not work 1040 hours in the previous calendar year will not be eligible for the vacation benefit noted above in paragraphs (b) and (c) but will be eligible for paid vacation in the current year equivalent to their average hours worked on a weekly basis.

8. This part-time agreement covers all job classifications as listed in Schedule A of the Labor Agreement. In addition to those listed as covered by Note 4, the following titles are included:

- a) Consumer Representative A-C
- b) Stenographer-Clerk
- c) Utility Mechanic
- d) Meter Readers (the restriction to 96 referenced in Appendix D, Paragraph 13 will not apply to part-time employees).

9. a) Hours of work for a part-time Customer Representative at the Customer Service Center in Syracuse and Collection Services Associate at the Collection Services Center in Buffalo, hired after June 1, 2001 may include up to one split shift within a 12 hour period. Part-time employees hired prior to June 1, 2001 may be scheduled for the split shift on a volunteer basis.

- b) If a part-time employee is scheduled for a shift which is canceled by the Company with less than twelve (12) hours notice, the part-time employee will receive a minimum of two (2) hours pay.
- c) Unless otherwise mutually agreed with Local Union 97, IBEW President/Business Manager or designee, the number of employees occupying part-time positions at the Syracuse Customer Service Center and Buffalo Collection Services Center will not exceed those ratios as outlined in each of the following job classifications;



- 1) Customer Representative A-C positions will not exceed a ratio of one part-time employee to two full-time employees.
- 2) Collection Services Associate A-D positions will not exceed a ratio of one part-time employee to two full-time employees.
- 3) Customer Representative D and Senior Customer Representatives combined, will not exceed a ratio of one part-time employee to two and one-half full-time employees.
- 4) Senior Collection Services Associates will not exceed a ratio of one part-time employee to two and one-half full-time employees.

The above defined ratios will be fully implemented no later than June 1, 2002.

The restrictions regarding the use of part-time employees referenced in paragraphs 1(a), 1(b) and 2 of this memorandum do not apply to organizations where ratios have been implemented.

10. Shift and schedule premiums do not apply to part-time employees.

11. Part-time employees will move to the dollar more wage scale after one year (2080 hours). They will remain in Step 1 of the appropriate wage scale until awarded a regular full-time position at which time they will be placed at the appropriate pay step in accordance with Article XIV of the labor agreement.

## 12. Benefit Package

Part-time employees will be immediately eligible to participate in the same catastrophic major medical plan available to temporary and probationary employees and will select from the following options:

Medical: A comprehensive medical plan which has a \$500 deductible per individual and an individual out of pocket limit of \$2500 each calendar year. The plan will include mental health and prescription coverage. Costs for this plan based on "Employee Only" or "Family" coverage are:

Employee Only: \$110.99/month

\$25.61/week

Family: \$208.36/month

\$48.13/week

Dental: Reasonable & Customary Dental Plan

Employee Only: \$36.45/month

\$8.41/week

Family: \$96.62/month

\$22.30/week

NOTE: These rates are subject to annual review and change by the insurance carrier. The costs for this coverage will be assumed by the participants.

13. The intermittent Plant Guard is excluded from this Understanding.

#### 14. Other Contractual Benefits

a) Part-time employees who work in excess of eight (8) hours a day will be compensated at the rate of  $1\frac{1}{2}$  times their normal hourly rate. This overtime rate will not apply to employees who are scheduled for more than eight (8) hours in a day.

b) Part-time employees will receive a holiday premium of \$1.00 per hour for the eleven (11) holidays as referenced in and in accordance with Article XIII, Paragraph 1.

c) In the event of death in the employee's immediate family, part-time employees with more than one year continuous service will be granted up to three days excused absence with pay, not to exceed twenty-four hours. In the event of death of the employee's grandparent, brother-in-law, sister-in-law or members of the immediate household, such employee will be granted one day excused absence with pay not to exceed eight hours. Employees will be granted an excused absence with pay only if they had been scheduled to work.

15. It is the intent of the Joint Part-Time Committee that this part-time agreement reflects all terms and conditions, benefits and contractual rights of part-time employees.

Dated: December 1, 1993

Revised: April 14, 1994

December 5, 1996

June 1, 2001

Signed and Agreed to:

Local Union 97; IBEW:

Niagara Mohawk

Power Corporation:

Thomas J. Primero, Jr

Thomas J. Primero, Jr.

President, Business Manager  
and Financial Secretary

David J. Walsh

David J. Walsh

Vice President  
Employee Relations

## 6. Memorandum Regarding Residency

All existing residency agreements, understandings and practices are superseded with the revision of June 1, 2001 by the following:

1. Employees in job classifications specified below must reside within thirty-five (35) miles from their assigned work headquarters. Employees required to relocate their residence under this provision must do so within three (3) months of the job award unless otherwise noted below.

The distance referred to above will be computed from place of residency to assigned work headquarters over the closest all season paved route at legal speeds, under average road and traffic conditions.

<u>Job Classification Covered</u>	<u>Relocation Required</u>
Line Mechanics and Chief Line Mechanic A's, except those in Buffalo, Niagara Falls (New Road) and the Syracuse District.	Prior to attaining Line Mechanic C.
Traveling Operators, including Relief Operators where applicable, except where there is a twenty-four (24) hour per day operation, i.e., Buffalo, Niagara Falls, Syracuse, Oswego and Utica.	Within three (3) months after job award.
Maintenance Mechanic C's and Chief Maintenance Mechanic A's in the Genesee and Southwestern Regions.	Prior to attaining Maintenance Mechanic C or within three (3) months after job award at Maintenance Mechanic C or Chief level.
Service Representatives, except Albany, Schenectady, Troy and Syracuse Districts; Utica District excluding Old Forge; Potsdam Area and the Frontier, Genesee and Southwestern Regions.	Within three (3) months of attaining Service Representative B or three(3) months after job award at B level or above.

2. Where the three (3) month provision is applicable and extenuating circumstances exist, this time limit may be extended for a period not to exceed three (3) additional months.

3. Any applicable employee awarded a job subsequent to the effective date of this Agreement who fails to comply with the residency requirement will be returned to his former job if he has been in the job or series requiring relocation six (6) months or less. An employee failing to comply who has been in the job or series more than six (6) months will be reassigned or removed by the Company.

4. Any applicable employee currently living within the prescribed limits or living outside the prescribed limits and presently excluded from relocation will not be permitted to relocate outside the stated limits of this Agreement.

5. Any relocation required to conform with this Agreement shall be at the employee's expense.

6. When the Company closes a work headquarters causing the transfer of employees or transfers employees in accordance with the Labor Agreement and such change affects employees covered by this Agreement, such employees will not be required to relocate their residence in accordance with this Agreement. However, any subsequent relocation of an employee's residence must comply with the thirty-five (35) mile requirement .

7. The purpose of this Agreement is to insure that response time of employees to emergency off-hour situations is adequate to meet the needs of customers. In the event that in the opinion of the Company response times become inadequate for any employees whether covered by this Agreement or not or whether for reasons related to residency or not and such matter cannot be resolved at the local level, the subject will be discussed by the parties at the System level with assurance from the Brotherhood that they will cooperate fully in attempting to resolve the issues.

**(Memorandum Regarding Residency)**

Dated: May 31, 1982

Revised: June 1, 2001

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr

Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh

David J. Walsh  
Vice President  
Employee Relations

## **7. Memorandum Regarding the Rubber Glove Method to be used on 15kV or below**

Niagara Mohawk Power Corporation and Local Union 97 have agreed to utilize the rubber gloving method on voltages up to 15kV subject to the conditions set forth below. The Joint Committee prior to commencing work utilizing the rubber glove method up to 15kV will hold meetings, with appropriate members of the Union committee present, who participated in the crafting of this Agreement. The purpose of these meetings is to relate the intent of and sincere commitment under which this Agreement was reached. These meetings are intended to convey the cooperation, understanding of assignments, consideration of safety, and assure an amicable transition into the rubber glove work procedure.

- Current practices with regard to 5kV class rubber glove methods will continue.
- The Joint Committee formed to institute policies and work practices will initiate a training program to introduce rubber gloving on NMPC property. The training will be administered to all hot stick line department personnel including supervision, throughout the company. This is paramount to both the introduction and utilization of rubber gloving up to 15kV on Niagara Mohawk's property. The training will be included in all future progression schools. Additionally, the Joint Committee will visit other utilities, jointly selected, and meet with appropriate personnel to discuss their transition to rubber gloving above 5kV and their procedures and practices.
- A transitional period consisting of 12 months from the completion of gloving training will be instituted. During this transitional period, only single phase 7.6kV class voltage will be rubber gloved while 5kV single phase and 3 phase work will continue. After the transitional period, work will commence on the system up to 15kV, to include 3 phase configuration, within the confines of this Agreement.
- There will be no use of the rubber glove method on voltages above 5kV after sundown.

- If an issue arises in the field that requires a decision rubber glove or to use other methods, the crew chief will have the authority to decide whether to glove or not. If it is decided that rubber gloving would not be appropriate, the Chief in the field will determine whether to hold the work or to de-energize.
- Work on energized conductors above 5kV will be performed from insulated aerial devices, bucket trucks only.
- Upon request by the crew in the field, the necessary auto reclosers will be placed in "non-automatic".
- The Joint Committee will get assistance from appropriate company personnel who will assist with the development of design configuration that will be conducive to the rubber glove method.

The company recognizes and will include in the Safety rules and procedures relating up to 15kV energized work that a crew has the right to refuse to perform any job at any time, if they believe that is a threat to their life or limbs. The Chief will be provided extra help at anytime, and will not be refused. Upon refusal to perform a job under this provision, no other crew will be assigned until the Company has reviewed the job with the crew to determine the facts relating to the refusal. Prior to any reassignment of this job, the union shall be notified. Any dispute regarding the implementation and/or administration of this Agreement will be referred to this Joint Committee.

During the term of this Agreement or any extension thereof, the Company will not make any changes to the above without first negotiating such changes with IBEW Local Union 97.

General Statement of Rules and Training Procedures for Gloving Voltages above 5kV up to and Including the 15kV Class

#### **Protective Equipment:**

- The word "shall" has been used many times herein and it is interpreted to mean that the practice is to be followed at all times.
- All protective equipment will be selected and used as specified in these rules. These rules are to be used as a



supplement to the Company Safety Manual and Accident Prevention Rules. The rules and procedures apply only to personnel when working with rubber gloves and sleeves on conductors and equipment energized at voltage above 5kV. These rules and procedures were developed for gloving above 5kV and are intended for use by line personnel performing line work only. The chief, supervisor and personnel actually doing the work "shall" be held responsible for the enforcement of these rules.

- Work shall be performed by three methods:
  1. Gloves from insulated bucket trucks.
  2. Live line tools.
  3. De-energized and grounded.

It is understood that whenever the term "gloves" is used, it shall mean both gloves and sleeves.

#### **Working Conditions and Rubber Gloving**

- The minimum crew to perform work with rubber gloves on electric lines carrying a nominal voltage of the 15kV class shall consist of two (2) qualified H.S. Line Mechanics, one of which must be a Working Chief Line Mechanic H.S. or a minimum of two (2) trained Hot Sticks, one (1) upgraded to Chief.
- After the transitional period it is understood that the rubber glove method may be used on three phase configuration within the confines of this Agreement. It is also understood that the Chief in the field has control over how these functions will be performed. Issues that need resolution will be referred to the Joint Committee co-chairs for resolution.
- Work on energized 5kV to 15kV conductors and equipment shall only be performed by employees wearing Class 2 rubber gloves and sleeves and working at all times only from an approved insulated bucket truck.
- All energized conductors or equipment within reaching distance shall be covered with approved protective equipment or floated free from the pole except those parts which are actually being worked on.

- When work is performed on energized 5kV to 15kV class primary conductors, or other conductors, neutral grounds and potential grounds including the cross arms and pole head within reaching distance shall be covered with approved protective equipment. Also all grounded members such as secondaries, neutral conductors, guy wires, telephone wires or cables within reaching distance of the employee shall be covered with approved protective equipment utilizing the insulate and isolate method.
- When work is being performed on energized conductors of the 5kV to 15kV class and more than one person is working on the same pole or structure, the work shall be confined to only one phase of a circuit at a time and to one work location unless it is a coordinated job involving more than one structure.
- The job shall be so coordinated that the workers are safeguarded from unexpected changes in clearances due to the moving of conductors or equipment. If clearance changes are to be made, the work shall stop until the changes are made and all personnel on the job are completely made aware of these changes.
- When working from an aerial device, accident prevention rules that are presently in place regarding safety harnesses, and snapping in procedures, will be followed. Line Mechanics SHALL attach their safety lanyard to the attachment provided for that purpose and shall keep their feet on the floor of the aerial bucket at all times.
- Pole top and bucket rescue training shall be provided once every six (6) months. When an existing live circuit is to be reconductored and the new conductor is to be pulled on the same arm only one conductor at a time shall be run in and temporarily deadened before the installation of the next conductor is started. Conductors should be installed under tension.
- Company-owned facilities may be floated clear of the pole when possible when work is being performed on or near energized conductors. A ground bond to the neutral conductor may be temporarily removed after a jumper has been placed between the neutral and the pole ground.

## **esting and Equipment:**

### **Rubber Gloves and Sleeves:**

- Rubber gloves and sleeves shall be tested after three (3) months of in-service use, numbered and assigned to the individual lineman. They will be returned to the Line Mechanic after each test. Gloves will be tested more often upon request. No gloves without being retested can be stored for more than six (6) months. The test shall be a 20kV AC or 50kV DC test for three (3) minutes or shall comply with OSHA and ANSI standards. The more stringent shall apply. Each truck will be assigned a pair of rubber gloves and sleeves as replacement spares.

### **Class 0 Rubber Gloves:**

- Class 0 rubber gloves that are issued to line department personnel will be tested on a four (4) month interval.

### **Rubber Blankets:**

- The policy presently in place for testing rubber blankets will remain.

### **Jumpers:**

- 15kV jumpers without load pickup heads can be used. No "pickup" jumpers will be used above 5kV for any application. All jumpers shall be considered uninsulated. If the jumper cable cannot be isolated so there is not a possibility of contact with personnel, other conductors, poles, cross arms, or hardware, the jumper cable must be covered with line hose or blankets in the same manner as other conductors would normally be covered. All jumpers will be tested according to the present policy.

### **Truck Booms:**

- The procedure presently in place for testing booms on bucket trucks will remain. This includes both visual and dielectric. Booms shall be tested more often upon request.

### **Bucket Liners:**

- Bucket liners shall be tested according to the procedure presently in place.

### **Live Line Tools:**

- Live line tools used in the 15kV range shall be tested dielectrically according to the procedure presently in place.

### **Inclement Weather**

Before a job in the 15kV range is started, weather conditions for that day shall be given prime consideration. If work in the 15kV range is in progress and inclement weather develops, and the job must be completed or made safe, the circuit shall be de-energized and grounded and the work then completed. The Chief in the field is the sole judge of inclement weather.

### **General Working Conditions for Energized 15kV Construction**

- Transformers shall not be installed on a junction pole.
- Cutouts should not be installed on a junction pole unless required by system protection needs.
- No metal alley arm braces will be used on future 15kV construction.
- Wooden cross arm braces will be utilized on new construction that is or will be operating above 5kV.
- Existing metal braces may be replaced when work is to be done on the pole.
- The preferred construction design for installation of disconnect switches is distribution standards drawing 12-135. Double 10-foot crossarms will be installed at 16" from top of pole.
- 13.2kV voltages or above on steel towers shall be worked only de-energized and grounded or with approved live line tools.
- Prior to working on the top circuit, on a multi-circuit pole, circuit(s) below will be covered and/or made clear of the work area. If neither can be accomplished, the facilities will be de-energized.
- If a new circuit is being constructed above an existing energized circuit(s) the circuit below will be covered and/or made clear of the work area. If neither can be accomplished, the facilities will be de-energized.

## **Tools and Protective Equipment**

### **Introduction:**

The "Insulated Aerial Bucket" when properly used can eliminate or minimize many hazards that we have to cope with in our daily work. Like any other piece of equipment, however, it also has its inherent hazards. These hazards must be recognized and safe practices followed in order to accomplish our main goal, the prevention of accidents during the use of Insulated Aerial Bucket.

### **General:**

- The manufacturer's load limits for various angles of the boom SHALL NOT be exceeded. These limits will be posted on the truck.
- A visual check shall be made of all hydraulic lines, fittings and booms for leaks, cracks, etc., at the start of each work day.
- Only authorized attachments shall be installed on the bucket and boom assembly.
- Line, cables, conductors and rope SHALL NOT be secured to the bucket during actual gloving operation. It is permissible to attach a hand line to the bucket for raising and lowering protective equipment and hand tools only.
- Whenever repairs are made to the aerial devices system that involve the changing of hydraulic oil, hoses or anything that might jeopardize the integrity of its dielectric capability, a dielectric test will be accomplished before the unit is put back in service.
- Drivers of aerial bucket trucks shall be alert to the fact that the vehicle has exposed equipment above the elevation of the truck cab, and provide necessary clearance.
- Only authorized attachments and parts will be installed on the bucket boom and truck by a qualified factory-trained mechanic.
- Daily Aerial Bucket Inspections will be continued.
- The equipment will be exercised each morning before use. This will be the responsibility of the Chief Hot Stick.

- Through negotiations, and with clear understanding, it was agreed that Class 0 rubber gloves would be issued to Niagara Mohawk T&D personnel using the following guidelines:
- Class 0 rubber gloves will be utilized for overhead applications only.
- **EXCEPTION** – For URD applications Class 0 rubber gloves may be used in the secondary hand hole only.
- Class 0 rubber gloves may not be used on poles or structures that have primary equipment installed, i.e. transformers, capacitors, regulators.
- “Installed” is defined above to mean the way equipment would normally be connected to the primary or secondary system for service.
- Class 0 rubber gloves will be tested on a four (4) month interval.

The rubber gloving steering committee has agreed to monitor the use of the Class 0 rubber gloves within the T&D department. They will also continue to discuss, evaluate and pursue the enhancement of utilizing Class 0 rubber gloves within the T&D department.

#### **Setting up Truck for Operation:**

- If the bucket is to be elevated, rubber gloves and sleeves will first be removed from the truck in the event it should become energized.

#### **Training:**

- Trainees will be fully qualified Hot Stick Line Mechanic or Chief Hot Stick.
- When a training program is to be started, the local Union President shall be notified and rubber glove committee be involved.

#### **15kV Work That Can be Performed with Rubber Gloves at the Foreman's Discretion**

The decision of each foreman as to whether or not to rubber glove in any of these situations (junction pole, angle pole, vertical

pole) will be accepted and the decision will not establish a precedent that can be applied to any other foreman or situation.

1. Vertical construction (foreman's discretion)
2. Junction poles (foreman's discretion)
3. Angle poles (foreman's discretion)
4. Broken poles, *secure from inadvertent movement* (foreman's discretion)

#### **15kV Work Not to be Performed with Rubber Gloves**

1. Hendrix cable, in the Hendrix configuration
2. Lashed cable
3. Nonstandard candlestick construction, until crew has established acceptable clearances
4. No aluminum capped I-7's
5. No changes in URD practices
6. No boards
7. No night work
8. No C Line Mechanics
9. Not from pole
10. No inclement weather
11. No conductor under 1/0 will be gloved

For the term of the contract, the joint Rubber Glove Committee will meet when necessary.

If disputes arise, meetings of the Rubber Glove Committee will be held upon request.

In the event a person has not rubber gloved up to 7.6kV within a year, a refresher course will be given. A transitional period, consisting of 12 months from the completion of gloving training will be instituted. During this transitional period, only single phase 7.6kV class voltage will be rubber gloved while 5kV single phase and 3 phase work will continue.

Dated: August 30, 1999

Revised: August 13, 1999

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr

Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh

David J. Walsh  
Vice President  
Employee Relations



## Memorandum Regarding Seasonal Positions

All seasonal positions (with the exception of Collection Representatives A & B) will be abolished no later than December 31, 2001. The employees occupying these positions will be afforded their rights under the applicable provisions of the Labor Agreement.

Up to 25 Collection Representative positions may be posted and filled on a system wide basis as seasonal positions for a 9-month duration. The employees occupying the seasonal positions will be subject to the terms and conditions outlined in the Memorandum of Agreement dated December 13, 1996 regarding seasonal positions. Seasonal positions may be utilized in other classifications with mutual agreement between the Company and the President/Business Manager of Local Union 97, IBEW or designee.

This Memorandum of Understanding settles the grievances listed below without precedent or prejudice.

### Grievances

<u>39-CE-95</u>	<u>69-EC-99</u>
<u>51-EC-97</u>	<u>75-EC-99</u>
<u>21-EC-98</u>	<u>29-EC-00</u>
<u>46-EC-98</u>	<u>35-EC-00</u>
<u>84-EC-98</u>	<u>99-EC-00</u>
<u>86-EC-98</u>	<u>32-EC-01</u>
<u>1-EC-99</u>	<u>8-EE-01</u>
<u>41-EC-99</u>	<u>25-EE-01</u>
<u>60-EC-99</u>	<u>33-EE-01</u>
<u>81-GC-00</u>	

Dated: June 1, 2001

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr

Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh

David J. Walsh  
Vice President  
Employee Relations

## **9. Memorandum Regarding Scheduled One-Person Street Light Service Mechanic C Crew**

Niagara Mohawk and Local Union 97, IBEW, in an effort to provide a mutually beneficial opportunity to have a competitive workforce to perform street light work, have agreed to the implementation of a scheduled one-person Street Light Service Mechanic C crew at a pay group 19.

1. The duties of a one-person Street Light Service Mechanic C will include overhead and underground fed streetlights and PALs. The employees will perform the following functions from a bucket truck:

- a) Disconnect/connect street lights and PALs (no secondary connect/disconnect on a wooden pole with primary on the pole)
- b) Replace/install street light and PAL heads up to and including 250 watts
- c) Replace or clean globe
- d) Replace eye
- e) Replace bulb
- f) Grounding of street lights per NMPC standard
- g) Respond to street light trouble, make site safe, electrical system safe, clear debris
- h) Repair street light standard (example: repair or replace doors)
- i) Replace blown secondary fuse
- j) Repair conduit and street light circuit conductor (non-lead)
- k) Street light patrol

2. The initial staffing of the one-person Street Light Service Mechanic C crews (up to 10 in each division) will be accomplished through the post and bid procedure. Street Light Service Mechanic B's and employees with equivalent knowledge and experience will be considered qualified bidders for the position.

3. As operational or safety needs require, one-person crews may act as an additional crew member as needed or be combined to perform as a two-person crew.

4. Employees in this classification are scheduled workers on a modified schedule. Hours of work may be as follows:

a) Monday – Saturday from 3:30PM to Midnight during the non-construction season with a 1/2 hour unpaid meal period.

b) Monday – Saturday from 6:00 PM to 2:00 AM during the construction season with a 20 minute paid meal period.

5. Individuals awarded these positions will be trained in the techniques required to perform their duties as a one-person crew in accordance with all Accident Prevention Rules and OSHA standards. Should a question arise as to a need for additional help, it will be provided and will not be refused for that particular instance. After additional help is supplied, any questions regarding the validity of such request for assistance and all facts and circumstances will be gathered, and in cooperation with a member of the Safety Department, the Company and Local Union 97, IBEW will meet locally to clarify and determine the procedure in question. This will also apply for recognized high crime areas.

Dated: June 1, 2001

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr  
Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh  
David J. Walsh  
Vice President  
Employee Relations

## 10. Memorandum Regarding Two-Person Line Crews

Niagara Mohawk Power Corporation and Local Union 97, IBEW, have agreed as follows for implementation of Two-Person Line Crews under the concept of one person in the elevated position. Nothing in this agreement will conflict with the 15kV Rubber Gloving Agreement:

1. Regular two-person line crews will be established and consist of a Chief Line Mechanic A Hot Stick and one Line Mechanic C or higher. With this agreement, these line crews will perform the following:

- De-energized transmission work below 115 kV.
- Ground 115kV from a bucket.
- Grounding below 115kV from an elevated position.
- Distribution work from a bucket on 5kV or below.
- Distribution work on 5kV or below from an elevated position to be limited to the following functions:
  - a. Replace pins and insulators
  - b. Tie in floaters
  - c. Replace or cut and clear lightning arrestors
  - d. Install/remove animal guards
  - e. Install/remove primary leads into/from transformers and cutouts
- De-energized distribution work up to 15 kV.
- The following non-Hot Stick activities can be performed from a bucket or an elevated position:
  - a. Switching
  - b. Operating disconnects
  - c. Removing and installing fuses
  - d. Operating and replacing removable switch blades
  - e. Connecting and disconnecting transformer taps
  - f. Connecting and disconnecting single phase line taps up to 15kV
  - g. Using testing devices
  - h. Installation and removal of line guards
- Secondary work from an elevated position.

- Hang transformers with Material Handling Bucket Truck only.
- At the Chief's discretion in accordance with paragraph 5, set poles up to and including 45 feet with the use of acceptable equipment in energized three-phase area with voltages of 15kV and below and set broken poles provided they are clear of hazards and secure from inadvertent movement.

2. The number of two-person line crews can be established by work location.

- a. When the Company combines two (2) two-person line crews, this will not constitute a violation of Article XVII, Paragraph 3.
- b. Where two (2) two-person line crews are combined, there will be no upgrading to Supervisor T&D or Chief Line Mechanic B Hot Stick.

3. The parties recognize that due to absences or Line Mechanics in progression, an unqualified two-person line crew consisting of a Chief Line Mechanic A Hot Stick (or upgraded to a Chief Line Mechanic A Hot Stick) and a Line Mechanic A or B may be fielded in a particular barn for the following specific assignments adhering to Accident Prevention Rules and Operating Procedures.

- Dead Construction and Maintenance
- Streetlight Installation, Replacement, and Maintenance
- De-energized URD Work
- Install and Remove Single-Phase Services
- Secondary Work (reference 2000 APR 2.10(i) and APR 2.37)
- Patrolling

4. Should a question arise as to a need for additional help, the crew Chief will be provided extra help and will not be refused for that particular instance. After additional help is supplied, any questions regarding the validity of such request for assistance and all facts and circumstances will be gathered, and in cooperation with a member of the Safety Department, the Company and Brotherhood will meet locally to clarify and determine the procedure in question.

5. When assistance is requested for line work, a Line Mechanic(s) will be assigned. For certain jobs such as flagging, material delivery, etc., normally assigned Local Union 97 represented personnel will be utilized. However, if special situations or circumstances occur, discussions will take place with the President/ Business Manager of Local Union 97 or designee.

6. With the implementation of this agreement, the call-out procedure and end-of-day work practices (except for broken poles and as covered in paragraph 1 above) will be as a two-person crew to always include a Chief or upgraded Chief on all call-outs.

7. The parties recognize that lack of qualified line personnel in certain barns occur from time to time and this restricts work assignments. Where these occasions arise and it is necessary to combine line crews consisting of more than four Line Mechanics, the Chief will be upgraded to Chief Line Mechanic B Hot Stick who will qualify the crew.

8. Nothing in this agreement will alter or prejudice the present operation and assignment of Trouble Crews.

9. The Service Crew concept will be administered as shown on Attachment I.

10. When Niagara Mohawk line crews are requested to assist other utilities, these line crews will consist of a Chief or upgraded Chief and no less than a Line Mechanic C. These crews will be assigned as two-person line crews with a minimum of two Niagara Mohawk crews per utility. During storm conditions in Niagara Mohawk's service territory, line crews will be assigned consistent with normal working conditions and in accordance with this agreement as two-person crews.

11. It will be the responsibility of the Management of the Company to see that all Line Mechanics are thoroughly trained. If at any time the Brotherhood feels that there is neglect on the Company's part in providing this training, the Brotherhood will notify the company and the parties will discuss and take measures to ensure that adequate training is provided.

12. The parties recognize and acknowledge that the plan to introduce two-person line crews on Niagara Mohawk property will not be a cause for a reduction in Line Mechanics. The Company

has the ability to increase the number of two-person crews from time to time. Any increase in the number of two-person line crews will not result in the relocation of filled line mechanic positions at any given location and will not result in an increase in the number of contractors hired to do distribution or transmission line work.

13. The parties recognize the importance for an agreed upon Rescue Procedure in regards to two-person line crews (bucket rescue). Should an issue arise it will be referred to the Joint System Safety Committee for expeditious review and reported to Local Union 97, IBEW. The parties have agreed on the ARDS Rescue System as a viable rescue procedure for two-person crews (one person on a pole).

Dated: June 21, 1991

Revised: February 29, 1996

Revised: June 1, 2001

Signed and Agreed to:

**Local Union 97, IBEW:**

**Niagara Mohawk  
Power Corporation:**

Thomas J. Primero, Jr

Thomas J. Primero, Jr.  
President, Business Manager  
and Financial Secretary

David J. Walsh

David J. Walsh  
Vice President  
Employee Relations

## **ATTACHMENT 1**

### **(Memorandum Regarding Two-Person Line Crew)**

As a result of this Agreement, the following commitments were made relative to service crews:

#### **Syracuse Area**

Service crews presently exist as three-person crews at Fulton Street (three crews) and at Towpath (one crew). These crews are assigned normally overhead and underground service removals, installations and/or replacements. The Company intends to continue these assignments for these crews.

It is further understood that these service crews will retain three men per truck for three years regardless of the number of vacancies that occur. At the end of three years, as vacancies occur on a truck-by-truck basis, it will be incumbent on the Company to exercise one of the following options:

A. Reduce the crew size from three-person to two-person after discussion with the Local Union involved; or

B. Fill the vacancy on that particular crew.

When exercising Option A for the purpose of forming additional two-person crews above the number stated in Attachment 1, the Company can only draw from vacancies on the four service crews or by adding a new position to the department.

If Option B is followed and subsequent vacancies occur on that particular truck, before the Company can use that vacancy to create an additional two-man crew, it will require mutual agreement with the Local Union involved.

#### **Oswego Area**

Service crews presently exist as two-person crews in Oswego, Volney and Pulaski. These crews will remain as presently administered.

#### **Watertown Area**

Presently there are three (3) person service crews in this local. These crews will be a part of the three (3) person crew complement, will continue to be staffed as three (3) person crews and perform the duties they have been assigned in the past. The procedure for filling vacancies on these crews will continue as in the past.



## **Potsdam Area**

Service crews presently exist in this local. There are three two (2) person crews and two three (3) person crews. It is understood that these three (3) person crews will go to two (2) person crews through attrition.

The present procedure of how these crews are filled and the work assignments will continue.

## **Western Division**

### **Southwest and Genesee Region**

These crews are presently two-person crews and the procedure for filling vacancies and the type of work assigned will be continued and in accordance with the Two-Man Crew Agreement.

### **Frontier and Niagara Region**

These crews are three (3) person crews and perform line functions along with service installation, removals and/or renewals.

The procedure for filling vacancies on these crews will remain as presently administered. Should it be decided to reduce these crews to two-person crews, such move will be through attrition and will be discussed with the Union. These moves would be a part of the staffing ratio and would not be for the purpose of reducing line mechanics.

**SCHEDULE OF GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2001**  
**REGULAR EMPLOYEES**  
**PLAN A**

Pay Group Step		Hourly Rate	Weekly Rate	Basic Insurance
1	2			
	24	\$32.970	\$1,318.80	\$103,000
	Ch L MAHS	31.795	1,271.80	100,000
24	23	31.570	1,262.80	99,000
Ch L MAHS		30.465	1,218.60	96,000
23	22	30.270	1,210.80	95,000
	LMHS	29.045	1,161.80	91,000
22	21	28.945	1,157.80	91,000
LMHS		28.000	1,120.00	88,000
21	20	27.600	1,104.00	87,000
20	19	26.560	1,062.40	83,000
19	18	25.330	1,013.20	80,000
18	17	24.270	970.80	76,000
17	16	23.170	926.80	73,000
16	15	22.155	886.20	70,000
15	14	21.325	853.00	67,000
14	13	20.425	817.00	64,000
13	12	19.515	780.60	61,000
12	11	18.760	750.40	59,000
11	10	18.090	723.60	57,000
10	9	17.370	694.80	55,000
9	8	16.670	666.80	53,000
8	7	16.085	643.40	51,000
7	6	15.380	615.20	48,000
6	5	14.790	591.60	47,000
5	4	14.095	563.80	44,000
4	3	13.610	544.40	43,000
3	2	13.000	520.00	41,000
2	1	12.600	504.00	40,000
1		12.195	487.80	39,000

**SCHEDULE OF GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2001**  
**REGULAR EMPLOYEES**  
**HIRED ON OR AFTER JUNE 1, 1982**  
**PLAN A**

Pay Group Step		Hourly	Weekly	Basic
1	2	Rate	Rate	Insurance
	24	\$31.970	\$1,278.80	\$100,000
	Ch L MAHS	30.795	1,231.80	97,000
24	23	30.570	1,222.80	96,000
Ch L MAHS		29.465	1,178.60	92,000
23	22	29.270	1,170.80	92,000
	LMHS	28.045	1,121.80	88,000
22	21	27.945	1,117.80	88,000
LMHS		27.000	1,080.00	85,000
21	20	26.600	1,064.00	83,000
20	19	25.560	1,022.40	80,000
19	18	24.330	973.20	76,000
18	17	23.270	930.80	73,000
17	16	22.170	886.80	70,000
16	15	21.155	846.20	67,000
15	14	20.325	813.00	64,000
14	13	19.425	777.00	61,000
13	12	18.515	740.60	58,000
12	11	17.760	710.40	56,000
11	10	17.090	683.60	54,000
10	9	16.370	654.80	52,000
9	8	15.670	626.80	49,000
8	7	15.085	603.40	48,000
7	6	14.380	575.20	45,000
6	5	13.790	551.60	44,000
5	4	13.095	523.80	41,000
4	3	12.610	504.40	40,000
3	2	12.000	480.00	38,000
2	1	11.600	464.00	37,000
1		11.195	447.80	35,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2001**  
**REGULAR EMPLOYEES**  
**PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group Step		Hourly	Weekly	Basic
1	2	Rate	Rate	Insurance
	24	\$32.970	\$1,318.80	\$172,000
	Ch L MAHS	31.795	1,271.80	167,000
24	23	31.570	1,262.80	165,000
Ch L MAHS		30.465	1,218.60	160,000
23	22	30.270	1,210.80	158,000
	LMHS	29.045	1,161.80	152,000
22	21	28.945	1,157.80	152,000
LMHS		28.000	1,120.00	147,000
21	20	27.600	1,104.00	145,000
20	19	26.560	1,062.40	139,000
19	18	25.330	1,013.20	133,000
18	17	24.270	970.80	127,000
17	16	23.170	926.80	122,000
16	15	22.155	886.20	117,000
15	14	21.325	853.00	112,000
14	13	20.425	817.00	107,000
13	12	19.515	780.60	102,000
12	11	18.760	750.40	99,000
11	10	18.090	723.60	95,000
10	9	17.370	694.80	92,000
9	8	16.670	666.80	88,000
8	7	16.085	643.40	85,000
7	6	15.380	615.20	80,000
6	5	14.790	591.60	78,000
5	4	14.095	563.80	74,000
4	3	13.610	544.40	72,000
3	2	13.000	520.00	69,000
2	1	12.600	504.00	67,000
1		12.195	487.80	65,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2001**  
**REGULAR EMPLOYEES**  
**HIRED ON OR AFTER JUNE 1, 1982**  
**PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

<b>1</b>	<b>Pay Group</b>	<b>Step</b>	<b>2</b>	<b>Hourly Rate</b>	<b>Weekly Rate</b>	<b>Basic Insurance</b>
		24		\$31.970	\$1,278.80	\$167,000
	Ch L MAHS			30.795	1,231.80	162,000
24		23		30.570	1,222.80	160,000
Ch L MAHS				29.465	1,178.60	154,000
23		22		29.270	1,170.80	153,000
	LMHS			28.045	1,121.80	147,000
22		21		27.945	1,117.80	147,000
LMHS				27.000	1,080.00	142,000
21		20		26.600	1,064.00	139,000
20		19		25.560	1,022.40	134,000
19		18		24.330	973.20	127,000
18		17		23.270	930.80	122,000
17		16		22.170	886.80	117,000
16		15		21.155	846.20	112,000
15		14		20.325	819.00	107,000
14		13		19.425	777.00	102,000
13		12		18.515	740.60	97,000
12		11		17.760	710.40	93,000
11		10		17.090	683.60	90,000
10		9		16.370	654.80	87,000
9		8		15.670	626.80	82,000
8		7		15.085	603.40	80,000
7		6		14.380	575.20	75,000
6		5		13.790	551.60	73,000
5		4		13.095	523.80	69,000
4		3		12.610	504.40	67,000
3		2		12.000	480.00	63,000
2		1		11.600	464.00	62,000
1				11.195	447.80	59,000

**SCHEDULE OF GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2002**  
**REGULAR EMPLOYEES**  
**PLAN A**

1	Pay Group Step 2	Hourly Rate	Weekly Rate	Basic Insurance
	24	\$34.045	\$1,361.80	\$107,000
	Ch L MAHS	32.830	1,313.20	103,000
24	23	32.600	1,304.00	102,000
Ch L MAHS		31.460	1,258.40	99,000
23	22	31.255	1,250.20	98,000
	LMHS	29.990	1,199.60	94,000
22	21	29.890	1,195.60	94,000
LMHS		28.910	1,156.40	91,000
21	20	28.500	1,140.00	89,000
20	19	27.425	1,097.00	86,000
19	18	26.155	1,046.20	82,000
18	17	25.060	1,002.40	79,000
17	16	23.925	957.00	75,000
16	15	22.880	915.20	72,000
15	14	22.020	880.80	69,000
14	13	21.090	843.60	66,000
13	12	20.150	806.00	63,000
12	11	19.370	774.80	61,000
11	10	18.680	747.20	59,000
10	9	17.935	717.40	56,000
9	8	17.215	688.60	54,000
8	7	16.610	664.40	52,000
7	6	15.880	635.20	50,000
6	5	15.275	611.00	48,000
5	4	14.555	582.20	46,000
4	3	14.055	562.20	44,000
3	2	13.425	537.00	42,000
2	1	13.010	520.40	41,000
1		12.595	503.80	40,000

**SCHEDULE OF GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2002**  
**REGULAR EMPLOYEES**  
**HIRED ON OR AFTER JUNE 1, 1982**  
**PLAN A**

Pay Group Step 1	2	Hourly Rate	Weekly Rate	Basic Insurance
	24	\$33.045	\$1,321.80	\$104,000
	Ch L MAHS	31.830	1,273.20	100,000
24	23	31.600	1,264.00	99,000
Ch L MAHS		30.460	1,218.40	96,000
23	22	30.255	1,210.20	95,000
	LMHS	28.990	1,159.60	91,000
22	21	28.890	1,155.60	91,000
LMHS		27.910	1,116.40	88,000
21	20	27.500	1,100.00	86,000
20	19	26.425	1,057.00	83,000
19	18	25.155	1,006.20	79,000
18	17	24.060	962.40	76,000
17	16	22.925	917.00	72,000
16	15	21.880	875.20	69,000
15	14	21.020	840.80	66,000
14	13	20.090	803.60	63,000
13	12	19.150	766.00	60,000
12	11	18.370	734.80	58,000
11	10	17.680	707.20	56,000
10	9	16.935	677.40	53,000
9	8	16.215	648.60	51,000
8	7	15.610	624.40	49,000
7	6	14.880	595.20	47,000
6	5	14.275	571.00	45,000
5	4	13.555	542.20	43,000
4	3	13.055	522.20	41,000
3	2	12.425	497.00	39,000
2	1	12.010	480.40	38,000
1		11.595	463.80	37,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2002**  
**REGULAR EMPLOYEES**  
**PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group Step		Hourly	Weekly	Basic
1	2	Rate	Rate	Insurance
	24	\$34.045	\$1,361.80	\$178,000
	Ch L MAHS	32.830	1,313.20	172,000
24	23	32.600	1,304.00	170,000
Ch L MAHS		31.460	1,258.40	165,000
23	22	31.255	1,250.20	164,000
	LMHS	29.990	1,199.60	157,000
22	21	29.890	1,195.60	157,000
LMHS		28.910	1,156.40	152,000
21	20	28.500	1,140.00	149,000
20	19	27.425	1,097.00	144,000
19	18	26.155	1,046.20	137,000
18	17	25.060	1,002.40	132,000
17	16	23.925	957.00	125,000
16	15	22.880	915.20	120,000
15	14	22.020	880.80	115,000
14	13	21.090	843.60	110,000
13	12	20.150	806.00	105,000
12	11	19.370	774.80	102,000
11	10	18.680	747.20	98,000
10	9	17.935	717.40	94,000
9	8	17.215	688.60	90,000
8	7	16.610	664.40	87,000
7	6	15.880	635.20	84,000
6	5	15.275	611.00	80,000
5	4	14.555	582.20	77,000
4	3	14.055	562.20	74,000
3	2	13.425	537.00	70,000
2	1	13.010	520.40	69,000
1		12.595	503.80	67,000



**SCHEDULE OF REVISED GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2002**  
**REGULAR EMPLOYEES**  
**HIRED ON OR AFTER JUNE 1, 1982**  
**PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

1	Pay Group Step 2	Hourly Rate	Weekly Rate	Basic Insurance
	24	\$33.045	\$1,321.80	\$173,000
	Ch L MAHS	31.830	1,273.20	167,000
24	23	31.600	1,264.00	165,000
Ch L MAHS		30.460	1,218.40	160,000
23	22	30.255	1,210.20	158,000
	LMHS	28.990	1,159.60	152,000
22	21	28.890	1,155.60	152,000
LMHS		27.910	1,116.40	147,000
21	20	27.500	1,100.00	144,000
20	19	26.425	1,057.00	138,000
19	18	25.155	1,006.20	132,000
18	17	24.060	962.40	127,000
17	16	22.925	917.00	120,000
16	15	21.880	875.20	115,000
15	14	21.020	840.80	110,000
14	13	20.090	803.60	105,000
13	12	19.150	766.00	100,000
12	11	18.370	734.80	97,000
11	10	17.680	707.20	93,000
10	9	16.935	677.40	89,000
9	8	16.215	648.60	85,000
8	7	15.610	624.40	82,000
7	6	14.880	595.20	78,000
6	5	14.275	571.00	75,000
5	4	13.555	542.20	72,000
4	3	13.055	522.20	69,000
3	2	12.425	497.00	65,000
2	1	12.010	480.40	63,000
1		11.595	463.80	62,000

**SCHEDULE OF GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2003**  
**REGULAR EMPLOYEES**  
**PLAN A**

Pay Group Step		Hourly	Weekly	Basic
1	2	Rate	Rate	Insurance
	24	\$35.925	\$1,413.00	\$111,000
	Ch L MAHS	34.065	1,362.60	107,000
24	23	33.825	1,353.00	106,000
Ch L MAHS		32.640	1,305.60	102,000
23	22	32.430	1,297.20	102,000
	LMHS	31.115	1,244.60	98,000
22	21	31.015	1,240.60	97,000
LMHS		29.995	1,199.80	94,000
21	20	29.570	1,182.80	93,000
20	19	28.455	1,138.20	89,000
19	18	27.140	1,085.60	85,000
18	17	26.000	1,040.00	82,000
17	16	24.825	993.00	78,000
16	15	23.740	949.60	75,000
15	14	22.850	914.00	72,000
14	13	21.885	875.40	69,000
13	12	20.910	836.40	66,000
12	11	20.100	804.00	63,000
11	10	19.385	775.40	61,000
10	9	18.610	744.40	59,000
9	8	17.865	714.60	56,000
8	7	17.235	689.40	54,000
7	6	16.480	659.20	52,000
6	5	15.850	634.00	50,000
5	4	15.105	604.20	48,000
4	3	14.585	583.40	46,000
3	2	13.930	557.20	44,000
2	1	13.500	540.00	43,000
1		13.070	522.80	41,000

**SCHEDULE OF GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2003**  
**REGULAR EMPLOYEES**  
**HIRED ON OR AFTER JUNE 1, 1982**  
**PLAN A**

Pay Group Step		Hourly	Weekly	Basic
1	2	Rate	Rate	Insurance
	24	\$34.325	\$1,373.00	\$108,000
	Ch L MAHS	33.065	1,322.60	104,000
24	23	32.825	1,313.00	103,000
Ch L MAHS		31.640	1,265.60	99,000
23	22	31.430	1,257.20	99,000
	LMHS	30.115	1,204.60	94,000
22	21	30.015	1,200.60	94,000
LMHS		28.995	1,159.80	91,000
21	20	28.570	1,142.80	90,000
20	19	27.455	1,098.20	86,000
19	18	26.140	1,045.60	82,000
18	17	25.000	1,000.00	78,000
17	16	23.825	953.00	75,000
16	15	22.740	909.60	71,000
15	14	21.850	874.00	69,000
14	13	20.885	835.40	66,000
13	12	19.910	796.40	63,000
12	11	19.100	764.00	60,000
11	10	18.385	735.40	58,000
10	9	17.610	704.40	55,000
9	8	16.865	674.60	53,000
8	7	16.235	649.40	51,000
7	6	15.480	619.20	49,000
6	5	14.850	594.00	47,000
5	4	14.105	564.20	45,000
4	3	13.585	543.40	43,000
3	2	12.930	517.20	41,000
2	1	12.500	500.00	39,000
1		12.070	482.80	38,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2003**  
**REGULAR EMPLOYEES**  
**PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group Step		Hourly	Weekly	Basic
1	2	Rate	Rate	Insurance
	24	\$35.325	\$1,413.00	\$185,000
	Ch L MAHS	34.065	1,362.60	178,000
24	23	33.825	1,353.00	177,000
Ch L MAHS		32.640	1,305.60	170,000
23	22	32.430	1,297.20	170,000
	LMHS	31.115	1,244.60	163,000
22	21	31.015	1,240.60	162,000
LMHS		29.995	1,199.80	157,000
21	20	29.570	1,182.80	155,000
20	19	28.455	1,138.20	149,000
19	18	27.140	1,085.60	142,000
18	17	26.000	1,040.00	137,000
17	16	24.825	993.00	130,000
16	15	23.740	949.60	125,000
15	14	22.850	914.00	120,000
14	13	21.885	875.40	115,000
13	12	20.910	836.40	110,000
12	11	20.100	804.00	105,000
11	10	19.385	775.40	102,000
10	9	18.610	744.40	98,000
9	8	17.865	714.60	94,000
8	7	17.235	689.40	90,000
7	6	16.480	659.20	87,000
6	5	15.850	634.00	83,000
5	4	15.105	604.20	80,000
4	3	14.585	583.40	77,000
3	2	13.930	557.20	73,000
2	1	13.500	540.00	72,000
1		13.070	522.80	69,000

**SCHEDULE OF REVISED GROUP LIFE INSURANCE**  
**EFFECTIVE JUNE 1, 2003**  
**REGULAR EMPLOYEES**  
**HIRED ON OR AFTER JUNE 1, 1982**  
**PLAN B**

(Optional effective October 1, 1984 for those employees hired prior to July 1, 1984; effective for all employees hired on or after July 1, 1984.)

Pay Group Step		Hourly	Weekly	Basic
1	2	Rate	Rate	Insurance
	24	\$34.325	\$1,373.00	\$180,000
	Ch L MAHS	33.065	1,322.60	173,000
24	23	32.825	1,313.00	172,000
Ch L MAHS		31.640	1,265.60	165,000
23	22	31.430	1,257.20	165,000
	LMHS	30.115	1,204.60	157,000
22	21	30.015	1,200.60	157,000
LMHS		28.995	1,159.80	152,000
21	20	28.570	1,142.80	150,000
20	19	27.455	1,098.20	144,000
19	18	26.140	1,045.60	137,000
18	17	25.000	1,000.00	130,000
17	16	23.825	953.00	125,000
16	15	22.740	909.60	119,000
15	14	21.850	874.00	115,000
14	13	20.885	835.40	110,000
13	12	19.910	796.40	105,000
12	11	19.100	764.00	100,000
11	10	18.385	735.40	97,000
10	9	17.610	704.40	92,000
9	8	16.865	674.60	89,000
8	7	16.235	649.40	85,000
7	6	15.480	619.20	82,000
6	5	14.850	594.00	78,000
5	4	14.105	564.20	75,000
4	3	13.585	543.40	72,000
3	2	12.930	517.20	68,000
2	1	12.500	500.00	65,000
1		12.070	482.80	64,000

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# 2001

## January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

## March

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## April

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## May

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## June

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## July

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## August

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## September

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						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## October

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## November

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## December

S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# 2002

## January

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## February

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

## March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# 2003

## January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

## March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



# 2004

## January

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## February

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

## March

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## April

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## May

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## June

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## September

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## December

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	